DOCUMENT RESUME

ED 123 334 CE 005 117

TITLE	Handbook for Project Directors: Alcohol Safety Action Projects.
INSTITUTION	Human Resources Research Organization, Alexandria, Va.
SPONS AGENCY	National Highway Traffic Safety Administration (DOT), Washington, D. C.
PUB DATE	Aug 71
CONTRACT	DOT-HS-003-1-003
NOTE	303p.; Figure 4.2 may not reproduce in microfiche due to small size of type; For the Instructor's Guide, see CE 005 116; For the Leader's Management Workshop Proceedings, see ED 114 472
EDRS PRICE	MF-$0.83 HC-$16.73 Plus Postage.
DESCRIPTORS	Accident Prevention; *Administrator Education; *Administrator Guides; Administrator Responsibility; *Alcohol Education; Alcoholism; Guidelines; Management; *Program Planning; Projects; Resource Guides; Safety; *Traffic Safety
IDENTIFIERS	*Alcohol Safety Action Projects

ABSTRACT

The handbook is part of a series that provides project directors with a comprehensive guideline for the management of Alcohol Safety Action Projects (ASAP). It also serves as a reference on the background knowledge, procedures, and general information needed for organizing, planning, project control, evaluation, and implementation. Chapter 1 outlines the nature of the alcohol problem as it relates to highway safety and reviews the alcohol countermeasures program concept. Chapter 2 describes the organization and administration functions and related areas with which the ASAP director will be concerned. Chapter 3 discusses the six countermeasure activity areas (rehabilitation, enforcement, judicial, legislative and regulatory, licensing and regulation, and public information and education) with emphasis upon each functioning within its own milieu, providing the director with sufficient knowledge of each countermeasure activity area to enable him to understand problems and considerations leading to the integration and coordination of project countermeasures into ASAP. Chapters 4 and 5 analyze the planning and project control of ASAP management. The evaluation function and its importance to the ASAP are discussed in Chapter 6. Chapter 7 describes some of the considerations and concerns of the project director for the continuation of successful project activities. The lengthy appendix includes a resource list. (Author/EC)

Documents acquired by ERIC include many informal unpublished materials not available from other sources. ERIC makes every effort to obtain the best copy available. Nevertheless, items of marginal reproducibility are often encountered and this affects the quality of the microfiche and hardcopy reproductions ERIC makes available via the ERIC Document Reproduction Service (EDRS). EDRS is not responsible for the quality of the original document. Reproductions supplied by EDRS are the best that can be made from the original.

ED123334

U.S DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

Handbook for Project Directors

Alcohol Safety Action Projects

Prepared for:

National Highway Traffic Safety Administration
U.S. Department of Transportation
Washington, D.C. 20590
Contract DOT-HS-003-1-003

August 1971

HumRRO Division No. 1 (System Operations)
Alexandria, Virginia
HUMAN RESOURCES RESEARCH ORGANIZATION

CE005117

Preface

This Handbook was prepared for the U.S. Department of Transportation, National Highway Traffic Safety Administration, as one of the projects under Contract No. HS-003 1-003, entitled "Manpower Development Program for Managers of Model Alcohol Safety Projects."

The work in developing the Handbook was performed by HumRRO Division No. 1 (System Operations), Alexandria, Virginia, Dr. J. Daniel Lyons, Director. Dr. A. James McKnight was the Principal Investigator and Mr. Bert B. Adams was Project Director. The project staff included Mr. Ernest E. Personeus, Mr. James F. McQuilkin, Mr. Paul Loustaunau, and Mrs. Ann R. Fielder.

HumRRO wishes to acknowledge the support received from numerous individuals within the National Highway Traffic Safety Administration, in particular, Mr. Herschel V. Hawley, the Contract Technical Manager, and Dr. Robert Voas and Mr. Stanley A. Abercrombie.

PURPOSE OF THE HANDBOOK

This handbook has been prepared by the National Highway Traffic Safety Administration (NHTSA) to provide project directors with a comprehensive handbook for management of Alcohol Safety Action Projects (ASAP). It will serve both as a handbook and as a reference on the background knowledge, essential procedures, and general information needed by a project director to perform the management tasks of organizing, planning, project control, evaluation, and implementation.

There are seven chapters in the handbook, and Appendices and a Glossary. Chapter 1 outlines the nature of the alcohol problem as it relates to highway safety, and reviews the alcohol countermeasures program concept established by the National Highway Traffic Safety Administration. The Community Alcohol Safety Action Projects are also discussed, including the assistance and support available from the National Highway Traffic Safety Administration, the Governors' Highway Safety Representatives, and related Federal programs.

Chapter 2 describes the organization and administration functions and related areas with which the ASAP director will be concerned. This includes the elements of project organization, staffing, budget and cost considerations, project support services, and contracts and agreements.

Chapter 3 discusses each of the six countermeasure activity areas with emphasis upon functioning within its own milieu. The intent of this chapter is to provide the project director with sufficient knowledge of each countermeasure activity area to enable him to understand and appreciate unique problems and considerations leading to the integration and coordination of project countermeasures into an ASAP.

Chapters 4 and 5 provide an analysis of the planning and project control functions of ASAP management.

Chapter 6 outlines the evaluation function and its importance to the ASAP.

Chapter 7 describes some of the considerations and the concerns of the project director for the continuation of successful project activities, after NHTSA funding is terminated.

The Appendices provide lists of references on alcohol safety (Appendix A), a project director's checklist, organizational charts and other data on the NHTSA, sample voucher forms and instructions, ASAP evaluation data tables and addresses of private sector organizations.

A Glossary and an index follow the Appendices.

Table of Contents

Chapter Page

1 **Background** 1-1
- Problems Behind the Program 1-2
  - The Alcohol and Driving Problem 1-2
  - Problems in Chemical Testing 1-2
  - The Problem Drinker-Driver 1-3
  - Difficulties in Legislating and Enforcing Drinking-and-Driving Laws 1-3
  - Deficiencies in Enforcing Drinking-and-Driving Laws 1-4
- The National Highway Traffic Safety Administration Program 1-5
- Alcohol Safety Action Project 1-7
- Support from NHTSA and Related Organizations 1-8

2 **Organization and Administration** 2-1
- Introduction 2-1
- Project Organization 2-2
  - Managing Agency (Prime Contractor) 2-2
  - Alcohol Safety Advisory Committee 2-4
  - Project Director and Staff 2-5
  - Supporting Services 2-8
  - Countermeasure Agencies 2-8
  - Governor's Highway Safety Representative 2-10
  - National Highway Traffic Safety Administration (DOT) 2-11
- Staffing and Personnel Administration 2-13
  - General 2-13
  - Personnel Department 2-14
  - Personnel Administration 2-14
- Budget and Cost Considerations 2-15
- Project Office Facilities, Equipment and Supplies 2-18
- Project Support Services 2-19
- Contracts and Agreements 2-22

3 **The Countermeasure Activity Areas** 3-1
- Introduction 3-1
  - Obtaining Countermeasure Agency Support 3-2
  - Communicating With Countermeasure Agency Representatives 3-2
  - Making Management Decisions 3-2
- Rehabilitation 3-3
  - The Nature of the Problem 3-3

Chapter (Continued)

	Page
Scope of the Problem	3-4
Causes of the Problem	3-5
Effects on the Body	3-5
Alcohol Consumption and BAC	3-6
Diagnosis and Treatment	3-6
Rehabilitation Procedures	3-8
Treatment Approaches	3-9
Re-education for Drinking Drivers	3-10
Community Social and Service Organizations	3-11
Need for New Concepts	3-13
Local Countermeasure Support	3-14
Enforcement	3-15
The Role of the Police	3-15
Police Organization	3-15
Enforcement Personnel	3-17
DWI Detection and Arrest Procedures	3-17
Local Aspects of Enforcement Countermeasure Area	3-20
Law Enforcement Countermeasures	3-20
Judicial	3-22
The Role of the Courts	3-22
The Judicial Structure	3-23
The Minor Courts	3-23
Local Aspects of the Judicial Countermeasure Area	3-25
Pre-Sentence Investigation	3-26
Countermeasures for the Courts	3-28
Legislative and Regulatory	3-28
General	3-28
The Legislative Process	3-30
The National Legislative Enactment Program	3-32
Implications for the ASAP	3-34
Driver Licensing and Vehicle Registration	3-34
Method of Approach	3-37
Registration	3-40
Public Information and Education	3-41
The Role of Public Information and Education in the ASAP	3-41
Current National Efforts	3-41
The Mass Media	3-42
Schools and Alcohol Education	3-44
Relevance to Other ASAP Functions	3-44

Chapter Page
4 Detailed Reporting and Planning 4-1
Reporting Requirements 4-1
The First Report 4-2
The Detailed Project Plan 4-2
Planning Requirements 4-2
The Systems Approach 4-3
Charting Techniques 4-4
Detailed Plan Content 4-8
Description of Detailed Plan Content 4-8
Detailed Project Plan Development 4-18
Quarterly Progress Report 4-19
Introduction 4-19
Quarterly Report Content 4-19
Annual Report and Final Report 4-21

5 Project Control 5-1
Introduction 5-1
Project Control Elements 5-2
The Data System 5-2
A Control System 5-4

6 Evaluation 6-1
Introduction 6-1
NHTSA Data Requirements 6-2
The ASAP Evaluation Manual 6-2
Selection of Evaluator 6-5
Supervising the Evaluator 6-5
Managing the Evaluation Data 6-6

7 Implementation 7-1
Introduction 7-1
Planning 7-1
Generating Support 7-2
Legislative Support 7-2
ASAP and Countermeasure Effectiveness 7-3
General 7-3

Appendices
A References A-1
B Project Director Summary Task Checklist B-1
C The Organizational Structure of the National Highway Traffic Safety Administration C-1
D National Highway Traffic Safety Administration Regions D-1

Appendices (Continued)

Page
E Subcontract Guidance Material E-1
F Instructions for Preparation of Standard Form 1034 and 1035 . . . . F-1
G Countermeasures G-1
H ASAP Evaluation Data Tables H-1
I Private Sector Resource Organizations I-1

Figures

2.1 ASAP Organizational Elements 2-3
2.2 Invoice and Check Flow 2-25
4.1 System Flow Chart 4-5
4.2 Work Breakdown System 4-6
4.3 The System Milestone Chart 4-7
4.4 Countermeasure Milestone Chart 4-9
4.5 Milestone Chart Symbols 4-10
4.6 Projected Rates of Expenditure—Increased Patrol Activity 4-11
4.7 Projected Countermeasure Budget 4-12
4.8 Projected Total ASAP Rates of Expenditure 4-13
4.9 Projected Total ASAP Budget 4-14
4.10 Detailed Plan Outline 4-15
4.11 Example of Executive Summary Chart 4-17
4.12 Quarterly Report Outline 4-20
4.13 Location of Appendix H Data in Overall Progress Reports 4-22
7.1 ASAP Management Process 7-5
Glossary GL-1
Index IN-1

1

BACKGROUND

The background facts of alcohol and highway safety are needed to counter the public's misconceptions or indifference. A project director should know the history of important events in highway safety which led to the Alcohol Safety Action Projects, such as the Highway Safety Act of 1966 which provided financial assistance to the States through Section 402 (matching grants) and Section 403 (direct aid to the ASAP), the implications of *The Alcohol and Highway Safety Report* also resulting from the Highway Safety Act, and the Countermeasure Program of the National Highway Traffic Safety Administration. Other elements which should be of concern to the project director are organizations which make substantive contributions to the Alcohol Safety Action Projects—The National Institute of Mental Health (NIMH) and the Office of Economic Opportunity (OEO).

As the highway death and injury statistics mount, safety is becoming more and more a public concern. The Alcohol Safety Action Project (ASAP) director has the job of channeling public concern, of making the public aware of the degree of alcohol involvement in highway hazards and of the public's responsibility to itself and to its community. The project director should be able to present possible courses of action and make them palatable. To do this, he needs to be able to marshal facts on the background and the rationale of the project.

He should know that of the more than 56,000 Americans killed in traffic deaths in 1969, half were killed in alcohol-related accidents, and that of this number, over two-thirds died as a result of a problem drinker at the wheel of a car. Horrifying as these death statistics may seem, this is only part of the grim story of alcohol and the highway. The death figure will continue to mount as will injuries and lost man hours which yearly add up to substantial amounts.

The project director should realize that the present campaign to keep the problem drinker-driver off the highway was initiated partly to counter the American public's identification with the social drinker whom they consider as the primary cause of highway fatalities.

The ASAP director must be prepared to cope with public indifference to, or ignorance of, the basic problem and must realize that an important part of his job is to help alert the public to the problem drinker as "their" problem. To help toward this goal, this chapter summarizes first, the problems that led to the inception of the National Highway Traffic Safety Administration (NHTSA) program; second, the history of the program through the initiation of ASAP; and last, ASAP's relationship with NHTSA, the National Institute of Mental Health (NIMH), and the Office of Economic Opportunity (OEO), together with the support given ASAP by each organization.

Problems Behind the Program

The Alcohol and Driving Problem

The report to Congress from the Secretary of Transportation in August 1968 stated that since 1904 every competent investigation has shown that immoderate use of alcohol is a major source of highway crashes and, in fact, contributes to about half of all highway deaths. According to research workers who tried to determine the role of alcohol in causation of highway crashes, the most important evidence has come from scientific findings that the blood alcohol concentrations (BAC - amount of alcohol in the bloodstream) of drivers involved in accidents, especially in fatal crashes, tend to differ from those of average drivers (whether or not they have been drinking) who are *not* involved in crashes.

Problems in Chemical Testing

The NHTSA-established standard for intoxication is .10% by weight of blood. Using this as a basis, studies have been made on the relationship between BAC and highway fatalities. These studies were the basis of the NHTSA contention that highway fatalities are being produced by individuals who are not typical social drinkers.

Despite the importance of chemical tests in establishing BAC, only three-fifths of the public have heard of BAC, and far fewer understand that it is the commonly used scientific method of laboratory analysis used to determine whether or not a person is drunk.[1] Large numbers of the American public still believe that intoxication in drivers is determined on the basis of slurred speech, staggering gait, and inability to pass simple behavioral tests.

[1] From a poll in the NHTSA-sponsored study entitled *Summary: Public Information Feasibility Study for Alcohol Countermeasures* published by the U.S. Department of Transportation, March 1971, p. 12. (See Appendix A—Part I.)

They often believe, and the belief is often encouraged by defense lawyers, that there is much room for error in determining "drunkenness."

Although most States have accepted the use of analytical tests, especially of blood and breath, they use the tests when there is already strong evidence that an individual is adversely affected by alcohol.

One of the first, and thorniest, problems isolated by the NHTSA in working out a solution to the lack of public knowledge of the "alcohol" problem is: Will public support gained by placing guilt for a high percentage of highway death on the problem drinker-driver seem by implication to sanction drinking and driving by the social drinker?

The Problem Drinker-Driver

The problem drinker-driver has been dealt with in a number of studies. He has been characterized as an individual who usually has a complex of other problems—legal, financial, or social—as well as a drinking problem. What makes him different from the usual social drinker, however, is that his BAC indicates that his drinking is far beyond that associated with the usual social drinking pattern.

On the basis of related studies and available data, the NHTSA considers that several attributes which apply to the problem drinker can be used to identify him. He may often have two or more of the following characteristics:

- A BAC of .15% or more (an alcohol concentration so high as to make him distinguishable from other drivers).
- Previous history of repeated problems in community service agency areas.
- Substantial history of arrests.
- Serious psychiatric problems.
- History of problem-drinking in his immediate family.
- Marital problems.

Difficulties in Legislating and Enforcing Drinking-and-Driving Laws

Inherent in the lack of public knowledge of alcohol and its effect on traffic safety are the problems in the legislation and the enforcement of drinking-driving laws. The NHTSA survey of public opinion uncovered the fact that a good half of the public (and in many cases the social drinking half) held the social drinker more often at fault in highway crashes than any other segment of the public. The implications of the survey are clear: It is difficult to legislate, or enforce laws, which legislators, or jurors, or enforcement officials believe are aimed at a peer group. This identification with the drinking drivers responsible for highway fatalities—in combination with an unrealistic idea of the amount of alcohol which would yield a BAC of .10%, the NHTSA's legal standard of intoxication—has made enforcement a slippery problem.

There are indications that there may be a more enlightened approach to law enforcement in the future. The President's Commission on Law Enforcement and Administration of Justice has recommended that drunkenness, in itself, should not be punished as a crime and that comprehensive treatment programs for detoxification and rehabilitation should be established. As yet, however, the law does not distinguish between the problem drinker-driver and the social drinker-driver, and the law is, in fact, a reflection of the attitude of the public to the social vs. problem drinker. A public opinion survey carried out on contract with the NHTSA revealed that many people in special interest and professional groups were not convinced that it is the problem drinker rather than the social drinker who is at fault in most alcohol-related highway fatalities. It was also found that even if the highway safety program were directed at the problem drinker, many of the professional community leaders would still not support the effort.

Deficiencies in Enforcing Drinking-and-Driving Laws

The typical system for disposing of a charge of driving while intoxicated (DWI)—arrest, chemical test, charge, prosecution, judgment, sentence—is effective in concept. Almost from the moment of arrest, however, the case against the drinking driver begins to weaken because of deficiencies in the enforcement system. Some of the problem areas are listed as follows:

- *Detection of problem drinkers*—Even when the drinking driver is involved with other social, medical or enforcement institutions, there is no provision for coordinating all of the records into a single profile of the problem drinker. The resultant lack of identification means that there is about one chance in a thousand that he will be identified on the highway short of involvement in an actual accident.
- *Non-standardized testing*—Although the results of chemical tests, administered by qualified persons, are accepted by courts throughout the country, there are still some States with no chemical test laws. Unfortunately, more than half of the States have a higher presumptive level for intoxication than the .10% limit set by the NHTSA. Some States, while they have appropriate laws, have neither enough equipment nor enough trained personnel to give the tests.
- *Restricted use of chemical tests*—Most implied consent statutes at the present time have no provision for administering a chemical test until after the driver has been arrested. Even those charged with DWI may, in a number of States with implied consent laws, still avoid taking the test without penalty. Other States must offer the driver a choice of tests—breath, blood, or urine—and the driver can escape by electing a method not available in his locality.

- *Failure to prosecute drinking drivers*—As penalties for conviction on DWI charges are strict, police are often reluctant to *arrest* and *charge*, and juries to *convict* an individual because of the hardships resulting from a loss of driving privileges.
- *Ineffective penalties for DWI*—Even if convicted, problem drinker-drivers are not deterred by fines and jail sentences from drinking and driving again.
- *Inadequate treatment for problem drinker-drivers*—Little effort has been made to evaluate the results of court referral of problem drinker-drivers for medical treatment. Court-motivated use of protective drugs (such as disulfiram, which enforces sobriety) is *not* a cure for alcoholism.
- *Lax enforcement of driving suspensions*—Revocation and suspension of driving licenses are the most frequently used penalties for DWI. This probably acts as a deterrent for the social drinker, but is relatively ineffectual in the case of the problem drinker. Since most States have no adequate methods to enforce the penalty, the possibility of detecting a driver whose license is under revocation or suspension is slight.

The National Highway Traffic Safety Administration Program

In 1966 the Highway Safety Act was passed, a landmark law for traffic safety. This Act was, in effect, a mandate to the Secretary of Transportation to make a definitive study on the relationship between the consumption of alcohol and highway safety. After an intensive period of research, the *Alcohol and Highway Safety Report* was submitted to Congress in 1968.

The Office of Alcohol Safety Countermeasures announced its program in 1970. It would involve not only increased enforcement on the highway (as in Great Britain), but also a continuing program of intensive countermeasures activities. These activities are based on *identification* of the problem drinker-driver—on the road, through the records of courts, and in the files of social agencies—and through the *decisions* of courts or licensing agencies, which bring the problem drinker into an *action* program designed to help him with his drinking problem, and supervise his driving until such a time as there is evidence that his drinking-driving problem has been reduced.

The program provides guidance in planning to States and communities, and financial assistance through Section 402 and Section 403 of the Highway Safety Act.

Under Section 402 of the Highway Safety Act, grants-in-aid, on a matching basis, are available to assist States and their local subdivisions to develop, expand, and improve their highway safety programs. Guidance has been provided in 16 highway safety program standards prescribed by the Secretary of Transportation. The standards deal with the following subjects:

- Periodic Motor Vehicle Inspection
- Motor Vehicle Registration

- Motorcycle Safety
- Driver Licensing
- Driver Education
- Codes and Laws
- Traffic Courts
- Alcohol in Relation to Highway Safety
- Identification and Surveillance of Accident Locations
- Traffic Records
- Emergency Medical Services
- Highway Design, Construction and Maintenance
- Traffic Control Devices
- Pedestrian Safety
- Police Traffic Services
- Debris Hazard Control and Cleanup

Section 403 of the Highway Safety Act provides direct funding for model (community level) demonstration projects to show the workability of the countermeasures concept.

Communities and States participating in the NHTSA countermeasures program will have to adapt the elements of the Identification-Decision-Action program to fit their own needs. Whatever the approach, coordination of these three activities will be necessary for the program to be effective.

Countermeasure activities are being implemented by the NHTSA through the following five types of efforts:

- Sponsorship of a research and development program to find and perfect new countermeasures; to develop program manuals and training programs for court personnel, enforcement specialists, and others dealing with problem drinkers who drive, and to develop equipment to help police detect the intoxicated driver.
- Initiation of a National public education program on the drinking-driving problem to gain public support for the police, the courts, the licensing agencies, driver education facilities, and other groups involved in the alcohol safety problem.
- Provision of tangible support for alcohol safety projects in States and communities through matching grants under Section 402 of the Highway Safety Act.
- Initiation of Alcohol Safety Action Projects (ASAPs) to demonstrate the effectiveness of the NHTSA countermeasure program.
- Provision of a legislative and judicial program to provide technical assistance in the development of alcohol related drinking-driving legislation, and to bring to the attention of the judiciary the role of the courts in dealing with alcohol in relation to highway safety.

The thrust of the alcohol countermeasures program will be:

(1) To persuade participating States and communities to look broadly at their drinking-driving problem.
(2) To focus on the problem drinker who drives.

(3) To make provisions for the occasional social drinker who will be caught up in the enforcement system.
(4) To implement, on a priority basis, a multifaceted countermeasures program.

Alcohol Safety Action Project

The Alcohol Safety Action Project field of activity is the primary concern of this Handbook. It relates to the objectives which the National Highway Traffic Safety Administration considers vital to the Nation's safety program. The following objectives are the suggested framework for ASAP work on a continuing basis:

- Encouragement of official support for any agency engaged in a countermeasure activity.
- Initiation of an educational campaign to gain public acceptance.
- Identification of problem drinkers before they get on the road.
- Enforcement of arrest of problem drinkers and enforcement against driving with a revoked or suspended license.
- Objective sentencing and referral for treatment.
- Enforcement of required treatment.
- Pre-sentence diagnostic and history report to courts on convicted DWI's.
- Revocation of driver licenses with legal safeguards.
- Driver assistance for an impaired driver.
- Development of special driver courses for drivers with a drinking problem.
- Adequate ASAP data collection and interpretation of findings.

Many of the countermeasures to be employed in these areas are experimental and innovative and may be having their first test in the field. So that these data will prove helpful on a nationwide basis, a determination must be made of what works and what doesn't under variable conditions.

The ASAP's, funded by the Federal Government under Section 403 of the Highway Safety Act, will usually have government agencies as prime contractors, and will last approximately three and one-half years. They are conducted at the local level—in cities, metropolitan areas, and counties—and in selected States. Each ASAP will involve the courts, enforcement agencies, public and private health agencies, local educational facilities, communications media, consultants, and State agencies, such as motor vehicle departments, highway patrols, educational institutions, and mental health departments.

Nine ASAP's in different sections of the United States have already begun the first stages of work. The location of the projects and the countermeasure areas of concern are listed as follows:

- Colorado—The Colorado State Department of Health has planned a program in Denver to identify the problem drinker-driver, control his driving during the period of rehabilitation, and ensure follow-up surveillance.

- Oregon—Portland is emphasizing two countermeasures: to identify drivers who drink excessively and drive, and to develop community programs to rehabilitate problem drinker-drivers.
- Wisconsin—Marathon and Sheboygan Counties have planned four countermeasures: driver education, driver licensing, driver control, and community education.
- Michigan—Washtenaw County has planned studies in the use of protective drugs to aid problem drinkers who drive, a comprehensive public information campaign, and increased surveillance and control of problem drinkers on the highways.
- Washington State—Seattle-King County have a wide range of countermeasures in public education, surveillance, and treatment.
- New Mexico—Albuquerque has planned to identify problem drinkers, and work toward their rehabilitation.
- New York—Nassau County countermeasures include a major program of prevention and rehabilitation.
- North Carolina—Charlotte-Mecklenburg-County have planned countermeasures in improved court procedures for alcohol-related infractions on the highways, and community information programs.
- Vermont—State Department of Mental Health has planned to identify the problem drinker, work on solutions to his needs, and enforce highway safety.

Participants will survey State and community traffic accident statistics, as well as resources and capabilities for an effective alcohol safety program and the facility and organization requirements for such a program.

Support from NHTSA and Related Organizations

The National Highway Traffic Safety Association will provide the following assistance to communities or agencies selected to conduct alcohol safety action projects:

- A Guidebook for Proposal Development.
- Technical help for the development of proposals.
- A Project Director's Handbook.
- A manpower development program.
- Course curricula to train the project director and local government officials in techniques for administering a community-oriented alcohol countermeasures program.
- An ASAP evaluation manual.
- A list of countermeasure activities suggested by NHTSA.
- Reference lists.

Other organizations which have contributed to ASAP both in funding and in training are considered at length in Chapter 3. Two with which the project director may have contact, however, are the National Institute of Mental Health (NIMH), and the Office of Economic Opportunity (OEO):

The National Institute of Mental Health—The Department of Health, Education, and Welfare's National Institute of Mental Health, in conjunction with NHTSA, is initiating a national public information program in 1971. Through its Division of Alcohol Abuse and Alcoholism, NIMH has offered to help ASAP communities in developing their medical and social service countermeasures. This includes development of treatment services for problem drinkers, and consultation and guidance in assessing and in developing community resources.

Office of Economic Opportunity—The Office of Economic Opportunity administers the Community Action Program authorized by the Economic Opportunity Act of 1964, which attacks the problems of poverty in various ways, including community health projects for prevention and control of alcoholism, guidance and care of alcoholics, and job training and placement. OEO also sends alcoholism counselors to the Rutgers Center of Alcohol Studies, one of the Country's foremost centers for research in alcohol, which has been funded to provide training. The course is varied and includes studies on the nature and extent of alcoholism, methods of meeting the needs of alcoholics, approaches to treatment, and techniques for mobilizing community resources.

2

ORGANIZATION AND ADMINISTRATION

The efficiency of each ASAP depends on its organization and staffing and the relationship of these elements to the Federal, State, and local agencies. The responsibilities of the project director, his staff, and the local support services the ASAP might utilize are listed in this chapter, along with the responsibilities and areas of authority of the personnel assigned by the NHTSA to provide guidance and assistance in the various stages of the project. Guidelines are supplied for direct and indirect cost determinations, considerations in obtaining needed office space, equipment, and supplies, and procedures for handling funds provided by the NHTSA.

Introduction

Each Alcohol Safety Action Project will require a structure for uniting individuals and their tasks into a productively effective project organization. The design of the organization must take into consideration the interrelationships between the Federal, State, and local agencies involved in highway safety and in alcohol programs as well as the supporting administrative and fiscal services which will be required. The project organization also serves to provide the lines of authority and channels of communication, enabling participant agencies, with diverse functions, to exchange information, to plan, and to organize and manage their activities in support of the ASAP.

After the organizational structure has been developed, several aspects must be considered to ready the project for operation—staffing, facilities, equipment and supplies, supporting services such as budget and accounting, procurement and contracting, personnel, legal, and others. Contracts and agreements will have special significance for the project director, and he must be thoroughly familiar with this area of project management. Although all of these matters will certainly be of concern early in the project, they will need attention throughout the project.

Project Organization

Key elements to be considered in fitting individuals and their tasks together as productively as possible into the ASAP organization are:

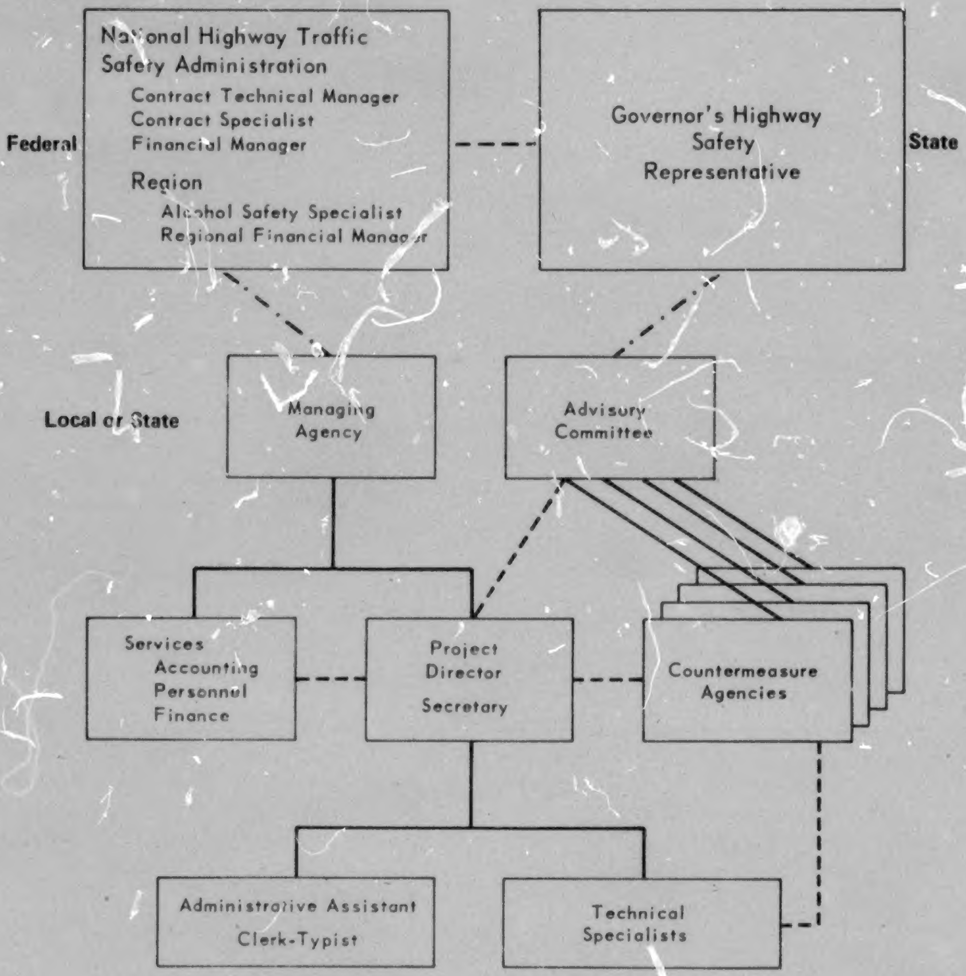
- Managing Agency (Prime Contractor)—Usually a government agency or jurisdiction whose senior official has agreed to accept general responsibility for the project. This will most often be a mayor or city/county manager.
- Alcohol Safety Action Project Advisory Committee—A committee composed of key representatives from the participating agencies who are experts in their fields and have authority to make decisions in their countermeasures areas. They also advise the project director, and assist him in supporting the project.
- Project Director and Staff—The full-time manager and coordinator of the project. Staff consists of those persons under the immediate supervision of the project director.
- Supporting Service—These are the services required for the project, usually provided on a cost reimbursable basis. Fiscal management, personnel management, procurement and contracting, and legal service are among those usually required.
- Countermeasure Agencies—Participating agencies; in most cases, independent agencies with the ASAP, usually representing one aspect of their agencies' responsibilities.
- Governor's Highway Safety Representative—Managing official for the Highway Safety Program within the State, and usually Chairman of the Advisory Committee.
- National Highway Traffic Safety Administration (including Regional Administrators)—Administers the Highway Safety Program which includes funding under Section 403 of the Highway Safety Act for ASAP's, and under Section 402 for State and community comprehensive highway safety programs.

Figure 2.1 shows ASAP organizational elements and their relationships in defining the structure, points of control, and review levels for administrative activities.

Managing Agency (Prime Contractor)

The ASAP will need a "sponsor" in the city, county, or State—an agency that is aware of and has indicated that it needs and is willing to accept responsibility for an Alcohol Safety Action Project. Normally, this will be a government agency, and most frequently, the mayor or city/county manager together with their supporting administrative apparatus. The placement of the ASAP within the managing agency structure is a very significant factor in

ASAP Organizational Elements


National Highway Traffic Safety Administration
Contract Technical Manager
Contract Specialist
Financial Manager
Region
Alcohol Safety Specialist
Regional Financial Manager
Federal
Governor's Highway Safety Representative
State
Local or State
Managing Agency
Advisory Committee
Services
Accounting
Personnel
Finance
Project Director
Secretary
Countermeasure Agencies
Administrative Assistant
Clerk-Typist
Technical Specialists

——— denotes direct supervision

– – – denotes coordination line

— · — · denotes the Federal and State coordination line with the Managing Agency. In actual practice, the project director will be authorized direct coordination.

Figure 2.1

determining the project director's relationship with the senior official of the managing agency, and with the supporting services provided by the managing agency. Local managing agencies derive their powers directly or indirectly from State constitutions and State laws. The same agencies must also determine the limits of their authority with regard to the project.

Very often the head of the managing agency will be an elected official. Local elected officials, above all others, have access to the machinery necessary to make the ASAP a success. They have the forum through which support for the project can be generated, as well as access to the means that can be used to make the ASAP an effective program. Local officials are also good copy for the local media which can generate and retain public opinion in favor of the ASAP. Thus, the managing agency senior official will fill a role parallel to that of the project director in responsibility and in importance to the success of the ASAP.

Alcohol Safety Advisory Committee

The Alcohol Safety Advisory Committee is essential to the ASAP in:

- Providing continuity throughout all stages of the project.
- Serving as an established, functioning core of the ASAP organization.
- Providing the coordination and inter-agency cooperation without which the ASAP cannot function.

The advisory committee should be composed of key members of agencies and organizations that can contribute to the countermeasure activities of the ASAP so as to provide the necessary skills, services, and coordination needed for a multifaceted approach to the community drinking-driving problem.

Committee members should have as many of the following qualifications as possible:

- A genuine interest in the alcohol safety problem.
- An influential position with a well-known agency.
- Experience and knowledge in the countermeasure activities in which the agency is involved.
- Authority within the agency to make decisions and to give directions for the ASAP countermeasure activities concerned.
- Influence and status in the community.

An ASAP director will depend heavily upon agency cooperation and collaboration. He must make a concerted effort to ensure that the advisory committee has the capability, authority, and motivation to function efficiently and effectively. Ideally, the commitment of the advisory committee members to the ASAP will influence the agencies which they represent to also support ASAP objectives.

The Chairman of the Advisory Committee should be the Governor's Highway Safety Representative or a mayor, a well-known and respected judge, chairman of the local council on alcoholism, or a leading educator, having the authority and influence to organize the advisory committee toward achievement of the ASAP goals.

It is likely that many of the networks of relationships that will function as part of the project will already be in operation because of ongoing alcohol safety programs or as part of normal operations between agencies or within agencies. The ASAP project director should make every effort to determine the extent of these relationships, and to build the ASAP upon this existing foundation.

Project Director and Staff

The basic function of the project director is to translate objectives into action, to coordinate and balance activities, and to provide leadership and liaison between and among local, State, and Federal departments of government and independent agencies, involved in the ASAP. The support of, and the position accorded to him by, the senior official of the managing agency will significantly enhance the chances for his success in accomplishing the overall project objectives. This support will be especially important if major governmental agencies, such as police, welfare, and education, also report to the same official. The position of project director should be at a high enough level within the governmental structure and at a large enough salary to attract a well-qualified individual. But both level and salary must be in line with other jobs of comparable responsibility within the structure.

The project director must possess certain of the required skills and knowledge; he will need to acquire others as the project progresses. Obviously, he should have considerable knowledge about the local community—its facilities, population makeup, attitudes, power structure, and so forth. He should also have had considerable experience in management, preferably governmental. He will need to acquire knowledge of both the alcohol problem and highway safety. He will also need the skill to unify several autonomous agencies participating in the project toward common goals.

The general duties of the project director and the qualifications considered helpful for execution will involve:

- Identification of Community Alcohol Safety Problems
  - (a) Duties:
    - Determine sources of data on alcohol safety problems.
    - Secure cooperation of agencies in providing data.
    - Survey baseline accident and fatality data.
    - Develop procedures for collection of accident data.
    - Determine assistance needed to collect data—for example, assistance from research and evaluation experts.
    - Establish time elements for collection.
  - (b) Qualifications:
    - Familiarity with purposes, organization, and personnel of local agencies concerned with highway safety and control of problem drinking.
    - Knowledge of elementary statistics.
    - Ability to establish and maintain cooperative working relationships.

- Planning for an Alcohol Safety Action Project
  - (a) Duties:
    - Work with the community alcohol safety advisory committee.
    - Identify community alcohol safety problems.
    - Identify community resources.
    - Formulate ASAP objectives.
    - Develop program of countermeasures.
    - Develop detailed plan for ASAP.
  - (b) Qualifications:
    - Knowledge of the relationship of drinking and driving to accident causation.
    - Familiarity with organization and personnel of local law enforcement and judicial agencies, hospitals, service organizations, citizens' groups, educational institutions, and business organizations.
    - Familiarity with a wide range of potentially effective countermeasures.
    - Ability to assess the potential effectiveness of available countermeasures in meeting community alcohol safety needs.
    - Ability to undertake long-range planning.
    - Ability to write a well-organized and lucid plan.
    - Knowledge of local alcohol safety problems and availability of statistics.
    - Ability to establish and maintain cooperative working relationships.
- Management of an ASAP Organization
  - (a) Duties:
    - Recruit, select, and train staff.
    - Establish procedures for support through cooperative agreements or subcontracts.
    - Establish a program of budgeting, accounting, and contract administration.
    - Prepare periodic reports.
  - (b) Qualifications:
    - Familiarity with common personnel practices.
    - Familiarity with contracting procedures.
    - Familiarity with budgeting and accounting procedures.
    - Ability to supervise activities of a limited staff.
    - Knowledge of applicable civil service requirements.
- Coordination of Countermeasures Program
  - (a) Duties:
    - Utilize an information system.
    - Review progress of countermeasures agencies.
    - Work with participating agencies in the countermeasures program to solve problems of administration.
    - Work with ASAP advisory committee to solve problems involving interagency relationships and coordination.
    - Conduct briefings for participating agencies, NHTSA, and other interested parties and institutions.
  - (b) Qualifications:
    - Familiarity with techniques of project management, program review and evaluation, and information management.
    - Ability to prepare and deliver oral presentations.
- Program Evaluation
  - (a) Duties:
    - Establish evaluative criteria.
    - Establish evaluation data requirements.
    - Devise methods of data collection.
    - Evaluate effectiveness of countermeasures.

(b) Qualifications:
  Familiarity with principles of test and evaluation and research design.
  Familiarity with techniques of statistical analysis and cost-effectiveness determination as related to evaluation.
  Knowledge of data collection methods.
  Knowledge of local data sources.
  Ability to identify causal relationships.
  Ability to make evaluative judgments.

- Implementation
  (a) Duties:
    Seek enactment of alcohol safety legislation at State and local levels.
    Assure inclusion of alcohol safety items in State and local budgets.
    Coordinate countermeasures with State and local alcohol safety programs.
  (b) Qualifications:
    Knowledge of structure of State and local government.
    Knowledge of State and local legislative procedures.
    Knowledge of State and local programs in highway safety, alcohol control, and other related areas.
    Ability and willingness to "sell" alcohol safety at all levels of government.

A checklist of project director tasks is shown in Appendix B.

Project Staff. Each project director will need to identify his particular needs for project staff to assist him in accomplishing the many ASAP tasks. Some staff positions will be encountered in all projects. These include:

- Secretary/Clerk Typist—Provides secretarial/receptionist services; assists in maintaining and preparing records and reports; provides clerical and typing services.
- Administrative Assistant—Assists in administration, including budget preparation and monitoring of project expenditures; prepares correspondence and reports for the project director; maintains project records and files; coordinates and monitors personnel, finance, accounting, disbursing, and computer services.
- Technical Specialist—Provides specialized technical support and assistance to the project director as needed for planning, establishing, and coordinating specific countermeasure activities. Some of the specialists to be considered are as follows:

  Each project will require an *evaluation specialist* from the very beginning of the project to assist with the complex aspects of project evaluation. The evaluation specialist might be a full-time member of the project director's staff, or a specialist from a private research firm contracted to provide the required evaluation services. In any event, it should be made clear that the evaluation specialist works for and is responsive to the needs of the project director. Chapter 6, "Evaluation," discusses the project evaluation requirements in more detail.

  Countermeasure specialists may be required on a part-time or full-time basis, depending upon such factors as project emphasis, personnel availability, and cost, to assist the project director in planning and coordinating countermeasure activities. An instance might be when several law enforcement agencies—State, city, county—are involved, with extensive emphasis on the law enforcement countermeasure.

  Specialist help, such as could be provided by *training specialists,* and *information and education specialists,* might be advantageous in areas which include several or all of the countermeasures involved. The training specialists would be concerned with training programs on alcohol and safety aspects of the ASAP for police, court personnel, probation, or medical personnel; and the information and education specialists would work on overall information and education matters of the program.

Every effort should be made by the project director to emphasize and rely on the use of those technical specialist personnel already assigned to individual countermeasure agencies. This method of "staffing" provides the advantage of developing capabilities within the various countermeasure agencies which will be of value in supporting the continuation of the ASAP upon termination of NHTSA funding.

Supporting Services

In development of the ASAP organization, the project director will be concerned with obtaining all of the needed services at the most economical cost. Generally, he will find that there are many existing support services within the managing agency of the local area which he can utilize, either on a cost-reimbursable basis or as a service provided by the local government at no additional cost to the ASAP. The project director will usually find these services available:

- Personnel—Assistance in recruitment, job classification, compliance with local civil service requirements, maintenance of personnel records, and salary determinations—from the local government personnel department—can be provided.
- Budget and Accounting—Maintenance of financial data, including establishment of an account, keeping records, paying bills, and fiscal reports—from the managing agency fiscal and accounting activity.
- Procurement and Contracting—Purchase of supplies and equipment and the preparation of subcontracts and agreements—from the managing agency procurement and contracting activities.
- Legal Counsel—Legal advice and assistance—from the managing agency's legal staff representative.
- Data Processing—Some type of data processing system, with considerable variance in sophistication, from simple punched cards to magnetic computer tapes—from managing agency.
- Housekeeping Services—Cleaning of offices and equipment, general maintenance, heating, and so forth.
- Management and Organizational Consultant Services.

Countermeasure Agencies

The agencies that have agreed to participate in countermeasure activity as part of the ASAP provide the operational location for the greater part of the project action. In most cases, the agencies will be autonomous and self-contained with a mutual interest and commitment to alcohol safety, representing the uniting element in the ASAP relationship.

Without the cooperation of countermeasure agencies, the likelihood of attaining success in the objectives of the ASAP will be greatly diminished. For example, if medical agencies will not cooperate, in the diagnosis of problem drinkers, diagnosis of problem drinker-drivers cannot be undertaken as a countermeasure with any hope of success. In some cases, an agency in the countermeasure chain may not participate in the ASAP, but will assist by performing a countermeasure as part of its normal function. For example, the police may not conduct roadside checks or carry out special patrols but will still arrest DWI's permitting the identification of problem drinkers for later countermeasure plans and efforts. On the other hand, some agencies which did not desire to participate initially, may very well change their attitude as the project progresses.

The most highly involved agencies will have members on the community alcohol safety advisory committee, and their cooperation with other countermeasure activities may thus be enhanced. The selection of countermeasure activities for participation in the community ASAP will be based generally upon the considerations shown below:

- Relationship to the goals of the ASAP; that is, reduction of the involvement of alcohol in traffic fatalities and injuries.
- Number of aspects of the ASAP problem dealt with; that is, the extent to which the configuration of countermeasures selected represents a systematic multifaceted approach to the drinking-driving problem.
- Relationship to an important source of the community's alcohol problem. For example, if pedestrian involvement in fatal accidents is low to begin with, special pedestrian safety programs are not in order as a countermeasure. On the other hand, if the greatest percent of alcohol-involved accidents involves young drivers, the importance of an appropriate countermeasure related to this age group is clear.
- The proportion of the target population reached by the countermeasure. High school driver education programs that incorporate information about alcohol and safety are not maximally effective if the preponderance of DWI offenders are middle-aged people.
- The degree to which the countermeasure can be applied over all political jurisdictions covered by the project. For example, a countermeasure should be legally applicable throughout the project area. If psychotherapy is considered a countermeasure, then offenders in a jurisdiction having no cooperating treatment facility should be able to use a cooperating treatment facility in another project jurisdiction.
- Whether the countermeasure can be continued following termination of the ASAP. Continuity, particularly of effective countermeasures, is obviously desirable, and should be a part of overall planning.
- Requirements of the countermeasures with respect to cost, community resources, and personnel. Here the countermeasures should be compared with one another in terms of planning, implementation, and operating costs; the degree to which the community has resources that are likely to

be available; and the degree to which adequately trained personnel are available. The main objective of such comparisons is to get the biggest countermeasure effect possible for the money expended.

- Whether the countermeasure can be modified or discontinued based upon experiences after the project start, and what effect such action would have on the ASAP.
- The extent to which the countermeasure is amenable to evaluation, this being a major requirement of the ASAP.
- Relationship to Statewide countermeasure activities that are being carried out as parts of other programs.
- The extent to which the countermeasure effort links agencies that have previously not collaborated with each other. Here the major consideration is that of breaking new ground, setting new and "good" precedents, as well as contributing to the objectives of the ASAP and the National Highway Traffic Safety Administration program.
- The general extension of knowledge or the state-of-the-art in the countermeasure area.
- Question of legality of the measure. Is an invasion of privacy involved? The negative ramifications for the project, particularly from the adverse publicity that could result, must be considered.
- Whether the adoption of the countermeasure can have negative effects on other community activities. For example, could pulling police from certain areas in the community for patrol in other locations increase the probability of armed robberies in the area from which police were removed?

Governor's Highway Safety Representative

The Highway Safety Act of 1966 gave the Governor of each State the chief responsibility for administration of the highway safety program. Each Governor has appointed a State official, designated as the Governor's Highway Safety Representative, who is responsible to and represents the Governor in the conduct of the Statewide traffic safety programs. The Act also precludes the Secretary of Transportation from approving a State highway safety program unless the program:

- Provides that the Governor of the State be responsible for overall administration of the program.
- Authorizes political subdivisions of such State to carry out local traffic safety programs within their jurisdiction as part of the State highway safety program.
- Provides that at least 40% of all Federal funds apportioned to the State under Section 402 of the Highway Safety Act will be expended by its political subdivisions in carrying out local traffic safety programs.

Provided with the authority and powers of persuasion of the Governor, his Highway Safety Representative can be expected to be concerned with:

- Directing the coordination of activity in all State and local operating agencies to assure that Statewide program objectives are accomplished.
- Directing project approval and evaluation in light of established objectives for the various State and local governments.
- Directing program and project planning as related to program priorities.
- Developing, promoting, and monitoring legislative action in all highway safety areas.
- Generating and assisting in the maintenance of public support programs in highway safety.
- Maintaining communication with other States to develop and promote interstate uniformity in program and legislative objectives.

Thus, the project director must be well acquainted with and must realize the significant role that the Governor's Highway Safety Representative will have in aiding and assisting with the ASAP, throughout the duration of the project. The role of the Governor's Representative in the allocation of the State's share of Federal 402 funds is of particular concern to the project director as plans are made to continue effective countermeasure activities following termination of the ASAP.

National Highway Traffic Safety Administration (DOT)

The project director will develop close and significant working relationships with personnel assigned to several NHTSA divisions and branches. (See Appendix C for organizational structures of NHTSA.) These will involve most frequently:

- Contract Technical Manager (CTM) State and Community Programs, OAC).
- Contract Specialist (Office of Contracts and Procurement, NHTSA).
- Specialists, Office of Standards Development and Implementation (OSDI).
- Financial Specialists (Office of Financial Planning).

Contract Technical Manager. The CTM is responsible for the technical administration of the contract with the managing agency and must insure compliance by the contractor (project director) with the technical requirements of the contract. In carrying out these duties, the CTM will be responsible for the following areas:

- Hold discussions with the project director to derive a common understanding of responsibilities and working arrangements.
- Maintain close contact with the project director and with the progress of the work, and notify the NHTSA Contracting Officer whenever technical difficulties arise which might impede accomplishment of the ASAP contract schedule.
- Receive, review, and approve or disapprove organized work plans and schedules submitted by the project director.
- Make periodic on-site inspections of the work in progress to determine compliance with the work plan, contract schedule, and contract requirements.

- Furnish promptly to the project director any source material or other items to be furnished by the government.
- Assist the project director in interpreting technical portions of the contract and any applicable specifications, subject to any limitation of the contract technical manager's authority. Differences of opinion will be referred to the contracting officer for resolution.
- Obtain from the project director all reports by the contract.
- Inform the contracting officer of delays in progress of work or any problems encountered which may require contract modifications or other administrative action.
- Make recommendations to the contracting officer regarding material substitutions, proposed specification changes, extra work needed, and extension in contract performance time or any other matter requiring contract amendment or other administrative action.
- Assure that no orders or work authorizations, either oral or written, are issued unless authorized by the contract.
- Certify as to the satisfactory progress or accomplishment of work by the ASAP to allow payment in accordance with the terms of the contract.

Contract Specialist. A contract specialist, a staff member of the Office of Contracts and Procurement (Contracting Officer, NHTSA) will be assigned for the administration of each ASAP contract. The contract specialist will:

- Provide day-to-day guidance and assistance to the CTM on procurement policy and procedures.
- Work closely with the CTM and be fully informed on the contract progress and problems so that contract actions may be taken in a timely fashion.
- Negotiate additional performance time, additional or modified performance requirements, and cost changes, when required.
- Solicit and negotiate contractor proposals.
- Participate in post-award conferences.
- Prepare "show-cause" letters for delinquent contracts.
- Initiate contract completion documents and arrange for contract close-out.
- Maintain the official contract file.
- Make on-site inspections with the contract technical manager, when required.
- Receive and where necessary act upon project progress reports.

Specialist, Office of Standards Development and Implementation (OSDI). Specialists assigned to the Office of Standards Development and Implementation under the Associate Administrator for Traffic Safety Programs, are available to provide advice and assistance to the project director in the planning and implementation of countermeasures. This includes such pertinent areas as public and driver education, driver licensing and vehicle registration, codes and laws, courts, police, pedestrian safety, accident investigation and traffic records. Requests for expert assistance in these areas should be processed through the contract technical manager.

Financial Specialists. The Office of Financial Management (OFM) is responsible for administering NHTSA financial policies on advances and reimbursement to ASAP contractors in accordance with contract terms. ASAP financing problems will need to be discussed from time to time with financial specialists on the OFM Staff.

Regional Administrator, NHTSA. The project director will become acquainted with the regional administrator for the National Highway Traffic Safety Administration within a short time after he is employed and becomes familiar with the regional areas (see Appendix D). A working relationship with the regional administrator and his office staff should be continued throughout the program efforts. After the detailed plan for the ASAP has been submitted, and the NHTSA feels that the project is ready to become operational, the responsibilities of the contract technical manager, already mentioned, will be transferred to the regional administrator's office. Each regional administrator will designate an alcohol countermeasures specialist for the alcohol safety programs. This individual will be fully knowledgeable in the area of alcohol countermeasures and will provide a staff resource to each administrator in the alcohol safety area. In addition to filling most of the CTM's ASAP duties, the alcohol specialist will also:

- Assist the regional administrator in gaining and monitoring emphasis on alcohol countermeasures in the Annual Highway Safety Work Programs carried out under the provisions of Section 402 of the Highway Safety Act.
- Spearhead the alcohol countermeasure public education activities, speakers bureau, fostering of public support, liaison, and support to private sector groups interested in alcohol safety problems.
- Assist in the development of future ASAP's, including site selection, proposal development and project initiation.
- Assist in other efforts toward the goals of the national alcohol countermeasures program.

Thus, the project director will be shifting much of his coordination efforts with the NHTSA, from the OAC to the Regional Administrator's Office, shortly after the detailed plan is approved. At the same time the responsibility of the financial specialist will be transferred to the Regional Financial Manager, by means of a contract modification. Thereafter, advance payments, reimbursements and accounting for project costs will be managed through the NHTSA Regional Office.

Staffing and Personnel Administration

General

More than any other single factor, the project director's leadership and managerial skills will determine how successful he will be in recruiting, retaining, and developing his immediate project staff. In reaching the goal of a highly developed and skilled staff, with loyalty to him and to the project goals, the project director must have a broad knowledge of personnel administration procedures as well as the ability to motivate and manage people. It will probably be necessary, first of all, to recognize that in many municipalities a formal civil service system of many years' duration is the major controlling influence in personnel matters. The project director must become fully acquainted with the civil service system so that he can conduct his personnel matters within its structure.

Personnel Department

Most city and county government agencies have a personnel department headed by the senior personnel official who will probably be a member of the mayor or city/county manager's management team. The personnel functions, for which the personnel officer is responsible, will be integrated with all of the other services and functions of the managing agency. Authority to provide specific direction and control over employees, will normally be delegated to various departments and agencies, but the final authority and responsibility for the formulation of the standards that will govern personnel administration throughout the managing agency will be retained by the chief personnel officer. In any event, the project director must have a working knowledge of personnel administration.

Personnel Administration

The project director will be particularly concerned with two major aspects of personnel operations.

- Recruitment or hiring—This includes informing about employment opportunities, selection of applicants, and placement.
- On-the-job—This includes job evaluation, training, employee relationships, discipline, welfare, and record keeping.

Recruitment or Hiring. The hiring process actually begins with the classification of the position determined as needed by the project director. Position classification is the process of identifying jobs and establishing duties, responsibilities and qualification requirements, and grouping these jobs into classes based upon similarities. The classification then determines rates of pay, usually within a range, depending upon the degree of difficulty and responsibility of the job.

The project director, in developing the classification for his staff's positions, will need to review how positions are grouped within the managing agency, utilizing the assistance and skills available in the supporting personnel department.

After the positions have been classified, and the rate of pay and the titles determined, the process of recruiting can begin. There will certainly be some type of merit policy to reckon with. This begins with public advertising of the opportunities and the encouragement of applicants. Following application, the principle of test qualification inherent in most civil service systems will be used to determine basic eligibility. Usually, the top three to five best qualified candidates will then be referred to fill a particular vacancy. Any one from this number may be selected by the project director. He will usually make the selection by an oral interview of the top candidates. Some points to remember in conducting the interview are:

- Plan the interview, using a checklist of items to be discussed with *each* candidate.
- Put the candidate at ease, in privacy and without interruptions.
- Do not over-value surface indications, for instance, nervousness, appearance.
- Keep a record of the interview.
- Give the candidate information about the job.
- Review test data available and any performance test requirements.

When the project director has made his decision to select an applicant for the job, he will notify the personnel department. Perhaps the last step in the recruiting process is the probationary or working test period, which is normally a part of the civil service system. Most systems require a probationary period for all classes of positions before acceptance as permanent employees.

On-the-Job. Since the ASAP will represent a new agency in the community, training of the ASAP staff will be an area of special emphasis for the project director. In fact, only the project director can provide the background knowledge as regards alcohol and safety, for example, which the staff will need to be familiar with to function effectively.

The ASAP will in many respects be an innovation in the community. The project director will need to establish policies with regard to hours of work, vacation and sick leave, and other matters. Some kind of employee time and attendance reports needs to be kept as the work record of employees and to serve as the pay validation document. However, it is quite likely that an existing managing agency form can be used for this purpose. Employee evaluation or service rating will certainly be necessary in one form or another. Here, again, it is likely that an established form and system will be available.

Some other concerns with which the project director might become involved include promotions, transfers, layoff or dismissal, employee unions, welfare programs, grievance procedures and discipline. There is no way to simplify personnel administration—people simply differ too much in temperament, intelligence, skills, interests, habits, attitudes, etc.

Budget and Cost Considerations

In most cases, the project director will have "inherited" a proposal, including a budget, and perhaps even a contract between the managing agency and the NHTSA. It is quite obvious that he must become thoroughly familiar with these documents, including the *NHTSA Guidebook for Proposal Development, Alcohol Safety Action Projects*. When he has been grounded in these basic materials of the project, he can proceed to develop the detailed plan, which is discussed in Chapter 4. A major aspect of the detailed plan will be the restatement of the budget. The project director may question cost data previously presented, and may certainly need to change the budget in several respects based upon later information and more fully developed plans. There will be a need to know the cost considerations in some detail, and the premises upon which the budget must be based.

Budget Estimate Format. The budget format should follow the example given in NHTSA *Guidebook for Proposal Development* for the preparation of the budget (cost) proposal. The purpose of the format and checklist is to:

- Provide a general, standardized plan for all cost areas.
- Allow determination of costs by countermeasure areas as an aid to cost-effectiveness evaluation.
- Provide for a breakout of project costs by cost objective, as well as by countermeasures for the three-and-one-half year period.
- Include the cost basis of items in the budget document.

The budget presented in the detailed plan should follow, to the greatest extent possible, the same kind of breakout as the proposal budget. The importance of developing costs by countermeasure areas cannot be overestimated for later project evaluation and implementation phases.

Guidelines for Cost Determinations. In determining costs applicable to NHTSA contracts for alcohol safety action projects, Bureau of the Budget Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State or Local Governments," May 9, 1968, as amended, must be used. Circular A-87 may be found in Appendix F of the *Guidebook for Proposal Development, Alcohol Safety Action Projects.* The principles are based on the premises that: (1) the local government involved in the project will use sound management practices; (2) expenditures will be made and accounted for, as specified in the program agreement; (3) the organizational and management techniques employed are the responsibility of the managing agency; (4) in countermeasure areas, support will be limited to those aspects of the project which represent increased effort.

The project director will need to become very familiar with allowable and allocable costs. An allowable cost is one that is necessary and reasonable, authorized, and consistent with the contract. An allocable cost is a cost assigned or identified with a particular cost objective to the extent of benefits received. These may relate to both direct and indirect costs including those based upon a cost allocation plan.

In addition to a list of some of the allowable cost items in the Budget Estimate Format and Checklist, a more detailed treatment of allowable as well as unallowable costs is provided in Attachment B to Bureau of the Budget Circular A-87. A significant aspect of allowable costs is the fact that the NHTSA will not support general treatment expenses and medication of problem drinkers. The NHTSA will support costs associated with diagnosis and re-education (not treatment) activities for problem drinkers as required by the courts. These payments may be made to health and social agencies if these activities take place under their supervision. Among the expenses which the NHTSA will consider funding in connection with the treatment and rehabilitation of problem drinkers are the following:

- Acute detoxification of individuals apprehended for traffic offenses.

- Physical and/or psychiatric examinations ordered by the courts to determine whether individuals convicted of drinking and driving are problem drinkers.
- Expenses associated with record-keeping by social or health agencies required to provide reports to courts or licensing agencies.
- Driver counseling and driver assistance activities carried out in health and social agencies.
- Treatment with drugs such as disulfiram (e.g., Antabuse) when provided under court direction as a condition of probation.

In preparing the budget, costs must also be separated into direct and indirect cost categories. While most of the costs involved in the project will be direct costs—that is, identified specifically with a particular cost objective, there may be instances when indirect costs will need to be indicated. An indirect cost is one that is shared by a number of activities, where the exact amount assignable to a specific cost objective cannot be determined. For example, indirect costs might be involved in local government charges at a fixed percentage for office space, lights, janitorial services, and so forth. Attachment A, Bureau of Budget Circular A-87, gives direct and indirect cost relationships and cost determination in broader detail. "A Guide for Local Government Agencies: Establishing Cost Allocation Plans and Indirect Cost Proposals for Grants and Contracts with the Federal Government," U.S. Department of Health, Education and Welfare, OASC-8, sets forth guidelines for local governments to follow in preparing necessary cost allocation plans, and is applicable to grants and contracts awarded by *all* Federal agencies. The main concern of the ASAP director will be with local government allocations of indirect costs for supporting services such as accounting, personnel administration, procurement, data processing, etc.

Determination of Cost Basis. One of the most important aspects of the Budget is the determination of the cost basis for each of the items included. Every item has a cost basis—that is, dollars per hour, per square foot, per unit, and so forth. Some general considerations in determining the cost basis for items are:

- Previous estimates and actual cost records.
- Expected future rates of labor, material, and overhead.
- Quantities involved.
- Time period of the project.
- Competitive factors.

Again, it is vital that the project director use local government budget and accounting specialists as a major source of help in determining the cost basis for many items. This is particularly applicable with regard to prevailing salary levels, costs for services such as personnel and accounting, and travel and per diem rates. The value of utilizing existing experience to fix the cost basis for project items cannot be overestimated.

Project Office Facilities, Equipment and Supplies

An early concern of the project director will be the question of the project office facilities. If the managing agency has not already provided some kind of space, the project director must set out to find his own space. He will probably begin by finding out what office handles office space, and how one goes about obtaining it. At this point, he must have done his "homework," and be prepared to describe the needs and objectives of ASAP and explain his office requirements.

Office Facility Considerations. The physical location of the ASAP could have an impact upon its effectiveness in functioning as part of the managing agency, and in the attitude of government officials and the public toward the ASAP. A location near the "boss," and the supporting services—accounting, personnel, administrative—is most desirable; not, however, if the location is inadequate—an out-of-the-way "cubbyhole." The point is that the project director must weigh a number of factors and arrive at the best alternative as he sees it. Some of the factors which must be considered are:

- The immediacy of his requirements.
- Projected long-term requirements.
- Size of his staff now and in the future.
- Availability of managing agency space.
- Quality of space.
- Cost factors.
- Desirability of location.
- Communication requirements.
- Utilities availability and quality.
- Housekeeping services.
- Managing agency head's opinion.
- Public accessibility.

In any case, the project director must be located as soon as possible with at least limited staff space and certainly telephone communications. As soon as he is located, the project director must by all means let all those associated with the project know where he can be reached, both his office address and telephone number.

Office Equipment and Supplies. In order to obtain the office equipment and supplies which he will need to do his job, the project director will once again need to find out how they are obtained in the managing agency. He will need to know, for instance, (1) whether there is a requirement that local government purchasing offices be used in all purchasing, (2) the existence of central supply services and their rules for use, (3) the provisions for purchase from outside vendor sources, and (4) the actual purchase methods and procedures.

After the project director has determined his needs, both short- and long-term, he can establish the necessary relationship with the purchasing and central supply service agencies. He is likely to be concerned with:

- Purchase request forms.
- Limitations on amount of purchase.

- Required authorizations and approvals.
- Sequence of purchase request processing.
- Procurement time requirements.
- Equipment accounting and records system.
- Equipment accountability and disposition at the end of the project.
- Equipment purchase under existing procurement contracts.
- Equipment purchase requiring open bids.
- Responsibility within the ASAP for ordering and accounting for supplies and equipment.
- Cognizance of office purchase costs and budgeted costs.

Project Support Services

In developing the project director's management staff and capabilities, there will be a need to obtain supporting services from either the existing local government agencies, or by subcontract with private research or service concerns. This means of providing operational staff support in highly specialized areas is the generally accepted practice throughout the government. This is particularly true in the budget and accounting, procurement and contracting, personnel, and legal areas.

Fiscal Services. Perhaps no other duty requirement of the project director is as important as the control of the monies which have been provided to him to carry out the ASAP objectives. Many of the managing government agencies will have a finance department which will encompass budgeting, accounting, disbursement of funds, purchasing and contracting and other related financial aspects. Some managing government agencies, however, may have a number of separate and sometimes independent fiscal agencies. Whenever there is a lack of integration of fiscal activities, the project director will have a more difficult task in coordinating and obtaining his fiscal services. But no matter how the fiscal services are arranged, working relationships must be established by the project director for budgeting, accounting, disbursing, purchasing, and contracting assistance.

Budgeting. The budget represents the plan of expenditures for the ASAP. The budget prepared for the ASAP proposal included some sections which are different from those of the usual proposal budgets. For example, the cost basis for items in the budget, arranged by countermeasures, is included, and the budget is projected for the total Federal 403 funding period of approximately three and one-half years. The project director must update the budget during the project planning phase, and present a revised budget with the detailed plan six months after the contract commencement date. The format of the budget developed in the *Guidebook for Proposal Preparation* should be followed as nearly as possible. Preparation of the budget, including revisions, and the administration of the budget will be the primary responsibility of the project director. He should avail himself of the assistance of the budget office, particularly in determining costs for goods and services in the local area.

Accounting and Disbursing. The accounting office will be responsible for the maintenance of general accounts of the managing government agency. It will need to prescribe all subsidiary accounts, to pre-audit expenditures and commitments, to prepare payrolls and issue checks, to furnish financial data information and to maintain and supervise the cost accounting system. Certainly the project director will be concerned directly with the accounting for costs of the project, and the working relationship with the accounting office will be practically on a day-to-day basis.

The project director should know that the accounting system can supply him with the financial information he will need. This information should include such items as:

- Unobligated funds on hand and available for project use.
- Receivables due.
- Amounts owed from project operations.
- Summary of the value of property acquired by the project and accountable for on completion of the project.
- Summary of costs incurred and budgetary status.

Advice and assistance on financial matters may be provided to project directors by the Office of Financial Management, NHTSA, upon request.

Reports. An essential ingredient of the accounting services for the project director will be prompt and accurate reporting, at specified intervals, preferably monthly, on the status of project expenditures, both for each countermeasure and for the overall project. It is important to emphasize the need for prompt reporting by the servicing accounting office, within a day or two after the close of the period covered, since the reports lose their value very rapidly. The accounting reports will represent a very significant part of the project director's management information system, and it will be *imperative* that he maintain a current, accurate status of funds and expenditures throughout the duration of the project. It is likely that he will have assistance in this job, by either an Administrative Assistant, or an accountant on his immediate staff. One point must remain absolutely clear: A project director cannot delegate the *responsibility* for fiscal control, and still remain, *in fact*, a project director.

Purchasing and Contracting. Centralized purchasing services will exist in many managing governmental agencies, and it will probably be required that most purchases for the ASAP be made through this office. It is, therefore, incumbent upon the project director to become familiar with, and to utilize the services available. Centralized purchasing has the advantages of (1) allowing larger quantities of goods to be purchased at one time, permitting a lower unit price, and usually better delivery, (2) expediting payment of claims, often allowing discounts, (3) reducing overhead costs and paperwork for purchasing, (4) providing standardization of products, (5) allowing hiring of full-time qualified purchasing agents and better supervision and control. General Services Administration is a source of supply that may be used when authorized by NHTSA. The contract usually contains the procedure for requesting the use of GSA stores.

Contracting. While the project director may have some unique contracting requirements, and will be governed to a large extent by Federal requirements, he will probably call upon the Purchasing or Contracting Office, or both, of the managing agency for assistance in contract actions. This will be particularly applicable when subcontracts are needed for specific ASAP services. The contracting officer needs to "get into the act" to ensure that any local government contracting provisions and procedures are included with the Federal requirements. The local contracting officer will also be aware of the procedures for opening bids, current contracts which may be applicable (i.e., services), and many other important matters related to contracting. Sub-contracts and agreements will be covered in more detail later in this chapter.

Legal Services. At one time or another, the project director is likely to need the advice and counsel of an attorney. Usually, there will be a city or county attorney's office under the managing government agency which will be available to provide this assistance. In some cases, it may, in fact, be desirable for the legal advisor to be a member of the Alcohol Safety Advisory Committee, particularly because of the ASAP emphasis on law enforcement and judicial countermeasures. Some of the areas where assistance might be provided by the legal advisor are:

- Advisory functions at meetings, councils.
- Formal opinions on ASAP matters.
- Study and analysis of alcohol/safety laws.
- Participation in State and national organizations related to alcohol/safety.
- Training assistance on laws, legal matters of ASAP concern.
- Assistance in drafting of legislation or ordinances/resolutions.
- Contract liability and civil actions.
- Intergovernmental relationships.
- Assistance in obtaining private attorney's services, if needed.
- Cognizance of any ASAP-related problems.

Other Support Services. Each project office will require housekeeping services and utilities. Obviously there will be considerable variety of arrangements, cost factors, and difficulties encountered by the project director in obtaining necessary services. Generally, the managing government agency will be able to provide these services under the usual arrangements in effect for other management activities.

Another servicing relationship might very well be required for data processing/computer services. The managing government agency will certainly have some kind of data processing capability. If the project emphasis is on areas using extensive record and data processing, however, a separate contract with a private concern may be necessary to provide more specific services than are generally available.

Contracts and Agreements

Letter Contract. Among the matters with which the project director will be greatly concerned after he comes "on board" will be the contract for the ASAP between the NHTSA and the managing agency. In most cases, only a letter contract will exist to establish the contractual ~~relationship. This letter~~ contract will essentially provide (1) the intent of the NHTSA to provide a formal cost reimbursable contract for an ASAP upon receipt of an acceptable proposal, (2) the limitation of expenditures up to $10,000 for employment of a project director and secretarial services, travel, communication, duplicating and personnel benefit costs, and (3) modification of the letter contract upon acceptance of the proposal to provide for the formal ASAP contract.

Formal ASAP Contract. In some instances, a formal ASAP contract may have been negotiated before the full-time, permanent project director is available. If so, it behooves the project director to become fully informed and knowledgeable about the contract and its provisions. He might wish to transfer the contract reporting requirements into a schedule or reports due system, for management control purposes. The importance of complete and detailed familiarity with the contract and its provisions cannot be overemphasized. The formal ASAP contract, when negotiated, will contain pertinent general provisions of the Federal Procurement Regulations, all clauses required by law at the time of the execution of the contract, and other clauses, terms and conditions, as may be mutually agreeable. Allowable costs will be determined in accordance with Bureau of the Budget Circular A-87. Most important, the contract will specify the amount of money which may be expended on an annual basis, contingent upon availability of funds.

Subcontracts and Agreements. Each project will need to have subcontracts with private concerns or agreements with governmental agencies which specify services or work to be performed in much the same manner as required in the formal contract between the NHTSA and the managing agency. Many of the provisions cited in the formal ASAP contract will be applicable to the subcontracts and agreements which are prepared. However, the project director should determine the exact contract requirements for each type of contract. He can obtain expert assistance and advice from contracting experts at both NHTSA and the managing government agency. He can contact the NHTSA contracting officer through his contract technical manager. He should ensure now that work or services to be done are detailed and scheduled, costs and type of reimbursement made specific, and the contractor is made aware of the provisions required by the Federal contractual relationship involved—for example, Federal audit requirements, equal opportunity, and anti-discrimination requirements. *All* participating agency relationships with the ASAP should be based upon some type of contractor upon a statement of agreement.

There are likely to be subcontracts in ASAP's with: (1) universities (for other educational institutions), (2) local and State governments and cooperating agencies, and (3) commercial and non-profit corporations. In each of these types of subcontracts, there are some differences in the contract provisions which are used. (A sample of each type of subcontract is shown in Appendix E.)

All agreements or memoranda of understanding made with agencies within the prime contractor's organization which are providing activities and services to the project should include:

- A detailed description of the work or services to be performed.
- A description of the costs involved and reimbursable by the prime contractor.
- The starting date and the duration of the work or services to be provided.
- A description and schedule of all information and reports to be provided.
- Signature of the chief officer of the agency involved and of the project director.

Contract Payments. ASAP contracts are cost reimbursable contracts. This means that the managing agency will be paid for allowable costs incurred in the ASAP within allowable funds. The payments may be made to the managing agency in advance or on a reimbursement basis. The advance payment method must be specified in the contract.

Advance Payments. Appendix F of this Handbook is part of NHTSA Order #270-1 and contains instructions for obtaining funds in advance. The instructions and examples call for the use of Standard Forms 1034 and 1035. State or local forms may be substituted provided that these forms contain all of the information requested in Appendix F. In order to obtain the initial advance, the project director submits a Standard Form 1034 filled out as shown in Exhibit 1 of Appendix F. The advance requested should be for the amount needed to cover budgeted expenditures for the period (up to 30 days if less than $250,000.00, up to 10 days if $250,000.00 or more).

Near the end of the period the project director submits a request for additional funds to cover the next period (Standard Form 1034 filled out as shown in Exhibit 2 of Appendix F). The form should show the sum of cumulative advances, the sum of cumulative expenditures, the balance of Federal funds on hand, projected expenditures for the forthcoming period, and the advance increment requested. The funds will be mailed by check prior to the date by which they were requested or if the request is late, within 5 working days of the day that the request was received.

At the end of the period the project director accounts for funds received by submitting a second Standard Form 1034 and a continuation sheet Standard Form 1035 filled out as shown in Exhibits 3 and 3.1 of Appendix F. Form 1035 shows in detail what the funds were expended for during the period. It also shows cumulative and period expenditures by contract or program category (i.e., salaries, benefits, travel, supplies, etc.) over the life of the project. Form 1034 shows cumulative advances, cumulative expenditures and the balance on hand.

Reimbursement. If the managing agency prefers to be reimbursed for expenditures that have already been made, rather than use advance payments, then only one set of vouchers is submitted for each period. The voucher continuation sheet, Standard Form 1035, should be filled out in the same way as that shown in Exhibit 3.1 of Appendix F. The voucher itself, Standard Form 1034, should be similar to Exhibit 3 except that it would only show cumulative expenditures to date and expenditures for the period. As in the case of advance payments State or local voucher forms may be used in lieu of Standard Form 1034 and 1035.

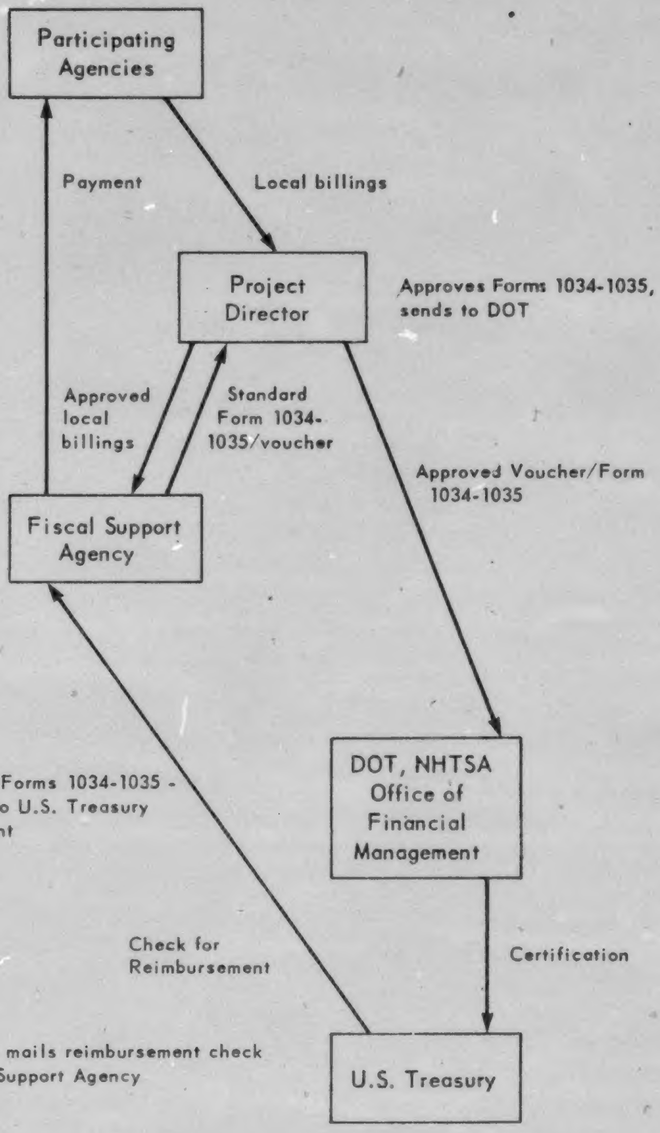
Figure 2.2 shows the invoice flow for reimbursement within the ASAP to the NHTSA, and check return from the Treasury Department. The participating agencies including those providing services to project management submit itemized vouchers to the project director showing money spent on the ASAP and for what purpose.

The project director, on approval, sends the vouchers to the supporting fiscal agency who pays the bills with city, county or State funds. In order to get Federal reimbursement the contractor then consolidates all project expenditures for the period and submits a voucher in an original and three copies (Standard Form 1034 and 1035, Public Voucher and continuation sheet or managing agency voucher) to the Office of Financial Management, U.S. Department of Transportation, National Highway Traffic Safety Administration, Washington, D.C. 20590. The Office of Financial Management (OFM) reviews the voucher to see if costs claimed are in accordance with the contract, and if proper, certifies the amount to the U.S. Treasury for payment. The OFM also provides copies of the voucher to OAC, the contract technical manager, and the contracting officer. The Treasury makes out a check for the amount certified and mails it directly to the payee designated on the face of the voucher within 24 hours. Allowing six days for three mailings (contractor to DOT, DOT to Treasury, Treasury to contractor) brings the total time for payment to about two weeks. Any need for adjustment or correction in the original voucher will result in extending the normal time for payment.

As the contract draws to a close, the Federal Government will not pay the last 5% due either in advance or as reimbursement until the contract effort has been audited. The managing agency is responsible for assuring the propriety of payments to participating agencies (subcontractors) and performance of work as to quality and quantity, or delivery of goods or services under the contract.

Audit of Accounting System. The handling of the funds provided by the NHTSA to the managing agency is subject to audit by the NHTSA, or other designated auditing agency throughout the period of Federal funding of the ASAP. In every project, before the contract is finalized, an audit review of the project's cost accounting system will be required. The contract auditor will essentially want to establish whether the project's estimating systems or methods and estimated costs as shown by the budget are acceptable to the NHTSA.

Invoice and Check Flow *(Original plus 4 copies)*


Participating Agencies
Payment
Local billings
Project Director
Approved local billings
Standard Form 1034-1035/voucher
Approved Voucher/Form 1034-1035
Fiscal Support Agency
DOT, NHTSA Office of Financial Management
Check for Reimbursement
Certification
U.S. Treasury

Submits bills to Project Director for approval

Approves and sends bills to Fiscal Support Agency for Payment

Approves Forms 1034-1035, sends to DOT

Pays Bills - Submits Form 1034-1035 for Reimbursement

Examines Forms 1034-1035 - Certifies to U.S. Treasury for Payment

Writes and mails reimbursement check to Fiscal Support Agency

Figure 2.2

Some of the auditor's concerns in determining the acceptability of the estimating systems will be:

- Responsibilities within the project's organization for originating, reviewing, and approving estimates.
- Procedures followed in developing estimates for each direct and indirect element of cost.
- The source of data used in developing the estimates and in ensuring that such data are current, complete, and accurate.
- The documentation developed and maintained by the contractor to support the estimate.
- Management support of the program review, including approval of the estimate, controls established to ensure consistent compliance with the estimating procedures, and personnel training and evaluation programs.
- The extent of coordination and communication between the various elements of the project's organization responsible for the estimate.

In addition to the audit review conducted before the contract is finalized, there will be periodic audits of costs incurred, as evidenced, for example, by vouchers or invoices submitted.

3

THE COUNTERMEASURE ACTIVITY AREAS

This chapter emphasizes the ASAP project director's need to understand the operation of organizations in areas related to common ASAP goals. Brief summaries are given of the structure, problems, and roles of six major countermeasure areas, and their relationship to alcoholism and problem drinking. All sections of this chapter stress the value of maintaining close and knowledgeable cooperation with associates of various countermeasure groups. Methods to increase working harmony are suggested.

Introduction

A primary responsibility of the ASAP project director will be to develop good working relations and to be able to work with the variety of resources available in the community to create a new organization (the ASAP) which is greater than the sum of its individual parts. Success will be determined by the project director's ability to win and maintain the confidence and cooperation of key officials and agencies with whom he will interact and to unite those aspects of their jobs, which are concerned with drinking and/or driving into a combined ASAP effort.

In addition to possessing the credentials of an experienced manager, the project director must possess and be able to demonstrate a qualifying knowledge of those aspects of the countermeasure areas which are relevant to the ASAP project. Agency representatives understandably will be reluctant to combine forces with someone who appears grossly uninformed about their particular areas of responsibility.

The need for the project director to be personally knowledgeable regarding the ASAP program and the various countermeasure areas is essential in order to:

- Obtain countermeasure agency support
- Communicate with countermeasure representatives
- Make management decisions

Obtaining Countermeasure Agency Support

In his efforts to "sell" the ASAP project, it is highly important that the project director gain an appreciation for the magnitude of the total job confronting each countermeasure agency representative. When working with the police for instance, the project director should be mindful that while *his* main interest is detection and apprehension of drinking-drivers, the police chief has such other enforcement problems as larceny, assaults, juvenile delinquency, and so forth, vying for his attention.

It is also important to take into consideration opposing points of view. Mutual knowledge and understanding of each other's organization will result in less dogmatic viewpoints and in a willingness to search for needed compromises. The need for establishing and maintaining favorable attitudes and support for the ASAP will constitute a major portion of the project director's job.

Communicating With Countermeasure Agency Representatives

Organizing the ASAP will require a great deal of analytical ability for it will demand the most economical use of human and financial resources. Equally important to the task are the skills needed for motivating people that, typically, require a considerable degree of sophistication in interpersonal relations and an ability to communicate. Adequate communication implies a two-way flow of information, and in this case entails the ability to listen, to read, to speak, and to write, as an informed official in the alcohol safety countermeasure area. During the initial phases of the ASAP, the project director will be spending much of his time orienting and familiarizing himself with the community and its resource agencies. But while he will be meeting with countermeasure agency representatives to learn more about their present functions and capabilities, he should already possess a "broad-brush" comprehension of their operations. This knowledge will not only make his initial discussions more meaningful and eliminate possible misconceptions, but will also help him identify appropriate areas of inquiry and provide a framework for acquiring new information.

Making Management Decisions

The project director will be faced with the need to make decisions regarding funding, scheduling, manpower needs, countermeasure effectiveness, and so forth. While he will naturally look to the recommendations and reports from countermeasure agency representatives, he must nevertheless be capable of acting independently by interpreting written and oral communications to him in the light of his own knowledge of the subject area. Such knowledge should include:

- General knowledge of countermeasure areas.
- Detailed knowledge of local countermeasure agencies.
- General knowledge of related experiences and activities of counterpart agencies in other locales.
- Awareness of current nationwide developments of major ASAP significance such as studies, reports, articles, court findings, incidents or special programs.

The material in the remainder of this chapter will assist the project director in meeting an initial portion of the above requirements by providing background information relevant to the six major countermeasure areas—Rehabilitation, Enforcement, Judicial, Legislative and Regulatory, Licensing and Registration, Public Information and Education. There will also be suggested areas for further inquiry.

Discussion will include general organization and practices, common problems, and alcohol safety related activities. Appendix G provides a comprehensive listing of possible countermeasures. Appendix I contains the names and addresses of numerous private organizations whose activities will be of varying interest to the project director and from whom he can request additional information.

Rehabilitation

The role of medical facilities and treatment programs in problem drinking is discussed in this section and an overview of the physical aspects of problem drinkers is given. Since the rehabilitation process normally combines medical attention with programs designed to accomplish planned behavioral and attitudinal change, discussions are also included on the utilization of social and service organizations and the need for new social concepts among the public.

The Nature of the Problem

Many definitions of alcoholism and problem drinking have been offered by various interest groups, and experts writing on the subject. There is as yet no common agreement, however, as to what constitutes alcoholism or the exact point which separates alcoholics from non-alcoholics. Factors to be considered, in addition to quantity of alcohol consumed, include when, how, and why a person drinks. The strict definitions of alcoholism offered by most temperance groups would probably result in categorizing the majority of citizens in the United States as problem drinkers. In contrast, the average American would probably hold that anyone who drinks no more than he does is not a problem drinker.

We also will find little agreement on what constitutes the nature of alcoholism. Argument continues among various groups as to whether alcoholism is a disease, a sign of immorality, or lack of self-discipline. These differences in beliefs and attitudes among the general public continue to cloud the issue and complicate progress. Fortunately in recent years there have been several landmark determinations. The American Medical Association announced in 1956 that "alcoholism must be regarded as within the purview of medical practice." This announcement has since had dramatic effects on attitudes regarding the alcoholic and has encouraged many alcoholics to seek help when earlier they might have attempted to cover up their problem.

More recent court decisions have also helped to further refine the general concept of alcoholism. The United States Court of Appeals for the Fourth Circuit in January 1966 overturned a conviction for public drunkenness on the grounds that a person cannot be classified as a criminal due to involuntary acts resulting from a disease. Two months later, the U.S. Court of Appeals for the District of Columbia ruled that "chronic alcoholism is a defense to a charge of public intoxication, and therefore is not a crime . . . ." The national effect of these court findings is yet to be realized.

Scope of the Problem

No one knows how many alcoholics there are. Part of the problem is in defining the term alcoholic, and the lack of a standard means for recording and collecting relevant data. (The Rutgers Center of Alcohol Studies estimates the number at four to five million. Some claim this figure is too low; others state it is too high.) Nor do we know whether the rate of alcoholism is declining, holding steady, or increasing. Again, the problem centers around incomplete data, differences in methods of diagnosing and reporting, and controversies over basic interpretations.

If increasing numbers of people are being admitted to alcohol treatment and rehabilitation facilities it may be a result of increased willingness to seek help, or a manifestation of changes in hospital admission policies. Nevertheless, despite rough estimates and incomplete records, we do have a number of statistics which are shocking and disturbing, especially when it is considered that the figures are incomplete. In 1964 for instance, 15,000 of the almost 70,000 first admissions of male patients to mental hospitals were diagnosed as alcoholics,[1] while out of 4,500,000 reported arrests for all offenses, almost one-third or 1,535,000 were for drunkenness. Add to this another 250,000 arrests for driving while intoxicated. Then consider that there were more than half a million arrests for disorderly conduct, disturbing the peace, and vagrancy—charges which are often used in lieu

[1] Figures from *Patients in Mental Institutions, 1964: Part II - State and County Mental Hospitals*, Public Health Service Publication 3, no. 1452, Washington, D.C., U.S. Dept. of Health, Education and Welfare, National Clearing House for Mental Health Information, 1964, p. 21.

of drunkenness and DWI.[1] Even more pertinent, we know that over one-half of all drivers killed in traffic accidents had exceedingly high blood alcohol concentration, symptomatic of problem drinking.

Causes of the Problem

Attempts have been made to trace the causes of alcoholism to physical, psychological, and environmental factors, without any conclusive evidence. There is also a continuing problem in differentiating between traits and factors which are causal, and those which are the result of excessive drinking. Continued research will be necessary to advance beyond the inconsistencies of present findings. At present the causes appear to be incredibly complex. It seems likely that there may be multiple types of alcohol dependence yet to be defined. If so, this implies that there is no single method for prevention or treatment of alcoholism for all individuals and that what is ultimately required is a flexible program involving a variety of approaches from which selected measures can be chosen for the conditions and varying needs of the individual.

Effects on the Body

Effects of alcohol on the body vary greatly depending on a variety of circumstances, such as type of alcoholic beverage, amount of food in the stomach, whether the person is normally a light or heavy drinker, and the general physical condition of the individual from month to month and day to day.

The amount of liquor that can be safely consumed will also vary according to body weight. The large individual will have more blood within his body and thus, for any given amount of alcohol consumed, the ratio within his body of alcohol to blood will be lower than for the same amount consumed by a smaller person. BAC can be reduced up to 50% when alcoholic beverage consumption is accompanied by a substantial meal, and can be kept lower by consuming a given amount of alcohol over a longer period of time, giving the alcohol sufficient opportunity to oxidize due to the body's metabolic function. An understanding of BAC concepts will enable the general public to determine safe limits of drinking on an individual basis.

[1] Arrest Statistics from *Crime in the United States - Uniform Crime Reports - 1965*, Federal Bureau of Investigation, U.S. Dept. of Justice, Washington, D.C. - 1966.

Alcohol Consumption and BAC

Small amounts of alcohol usually result in mild sedation, relaxation and tranquility. Slightly higher rates usually produce behavioral changes—garrulousness, aggressiveness, and excessive activity—resulting from depression of the brain center which normally inhibits such behavior. With increased levels of consumption, further depression occurs producing uncoordination, confusion, disorientation, stupor, anesthesia, coma, or death. Due to individual differences, the exact BAC levels at which these phenomena occur cannot be pinpointed. It is generally agreed, however, that up to .05% there is mild relaxation; from .05 - .15% degrees of impairment occur; .30 - .40% may produce unconsciousness; and levels of .50% or more may be fatal. In terms of effects of BAC on driving, the chances of being involved in an automobile accident are not usually affected when BAC level is below .05%. Driving becomes quite risky beyond the .05% level. The NHTSA in its Highway Safety Standard #8 (Alcohol in Relation to Highway Safety) has defined the .10% level as the presumptive level of intoxication. Many States have yet to adopt this standard and currently retain the .15% as the presumptive level of intoxication. The NHTSA is particularly concerned with those individuals who continue to drink with BAC levels at .15% and above, as the amount of alcohol necessary to reach these levels is most likely indicative of a problem drinker.

Diagnosis and Treatment

While public attitudes have significantly changed in the last forty years, there is still a degree of residual pessimism, ill-will, and discrimination in the provision of direct treatment and other forms of assistance for the alcoholic. Hospitals are often reluctant to admit "drunks" for fear they will be difficult to control, and that the facility will acquire a reputation as a drunk hospital. Health insurance coverage often does not include treatment for alcoholism. Furthermore, alcoholism is often not considered sufficient justification for family welfare payments. In many instances, where payments are authorized, the problem of defining alcoholism and the degree of incapacitation works to the disadvantage of the potential recipient. These ambivalent attitudes, operating within the social framework, compound the difficulties in establishing mutual respect and trust between problem drinkers, their families, and those who could be of real or potential assistance.

Medical programs for the treatment of alcoholism and problem drinking are often classified under the general headings of emergency service, inpatient service, outpatient clinics, and half-way houses. This same scheme will be followed in the following discussion.

Emergency Service deals primarily with the immediate physical needs as a result of excessive drinking, for instance, in cases of hepatic compensation, gastrointestinal bleeding, fluid imbalance, and deep coma. Such care may be provided in emergency wards of general hospitals, mental hospitals, detoxification centers, police stations, or in one's home, or physician's office. Many hospital emergency centers are reluctant to accept intoxicated persons except in life-threatening circumstances. Unfortunately, a determining factor often is the impression a patient makes. The individual with an air of respectability has a better chance to be accepted for treatment than the unshaven, poorly clothed, unemployed "down-and-outer." (Conversely, the latter has a much better chance of being arrested for public drunkenness.)

Emergency treatment usually consists of sedation and the administration of drugs to manage the detoxification process and to control delirum tremens should this develop. Some "detox" centers are assisted by Alcoholics Anonymous (AA) members. Duration of stay is usually limited to one or two weeks. Once the medical crisis is past, the patient ideally should then be referred for long-term treatment, but present practices vary, and the voluntary commitment by the patient often results in no further follow-up. A prime requisite in the full-scale treatment of problem drinking is to use every contact with alcoholics as an opportunity to encourage continued treatment. Mandatory long-term treatment for anyone requiring emergency medical service does not seem unreasonable.

In-Patient Care at present is almost exclusively within the purview of State mental hospitals where as many as 40% of all males admitted are diagnosed as alcoholics. While medical attention is provided, many programs are supervised by non-medical personnel and the main approaches are social rehabilitation. Alcoholics Anonymous meetings often play a central role in the hospital programs in addition to psychotherapy, lectures, movies and discussion managed by other staff personnel. Actual quality of the programs, facilities, staffs, financial support, and general level of overall involvement vary widely. Few hospitals, if any, provide a fully comprehensive service, furthermore many medical and social professionals active in alcohol rehabilitation, often feel unqualified to help.

Outpatient Clinics for alcoholics in the United States presently number approximately 130 although not all operate on a full-time basis. These alcohol clinics, as the term outpatient would imply, serve patients who report in periodically for some form of treatment and then leave on the same day. Their methods usually include individual and group therapy, casework and counseling, and often involve other family members in the process.

Occasionally use is made of such drugs as disulfiram which is not a cure, but causes a person to become violently ill if alcoholic beverages are later consumed. Administration of the drug must be accomplished on a recurring basis however, as the effects last for only limited amounts of time. In some cases, problem drinkers become conditioned by the drug so that a revulsion behavior occurs long after the actual effects of the drug have diminished.

Although most clinics do exceptionally well in their efforts to make at least initial contact with a patient soon after a referral (despite long waiting lists), patients often drop out after several visits and few clinics have the capability or interest to follow up problem drinkers who appear to have lost their motivation to reform.

Halfway Houses have been organized in a number of communities to aid in the smooth transition of a recovering alcoholic from full-time institutional care to assuming the responsible role of a productive citizen once again. These recovery houses temporarily provide a sheltered or selected environment conducive to continued abstinence. In the absence of social or other pressures which may have led to heavy drinking, the patient has the opportunity to strengthen his resolve and acquire new ways of behaving.

Residents of halfway houses are expected to hold some type of employment and pay for their own maintenance. A resident manager enforces strict rules regarding abstinence. Members are normally expected to be at the house when not at their place of employment. Free time is used for group discussions on alcoholism, as well as limited social and recreational activities. Gradually, patients are permitted to spend increasing amounts of time outside, but are expected to report back by a stated hour each evening. Toward the latter part of a stay, members are normally permitted to visit their families for the weekend.

Rehabilitation Procedures

The first step in any treatment is convincing the problem drinker that he does indeed have a problem and that help is available. The problem drinker must also be motivated to change. In most cases, defining and facing the problem will give the required motivation. Few individuals have problems which they consciously prefer not to resolve.

The issue of motivation is found throughout the literature on alcohol rehabilitation. Probably the main reason more professionals are not more willing to cooperate or assist in the rehabilitation of problem drinkers is their discouragement when noting what appears to be lack of motivation on the part of heavy drinkers to do something about their own problems. What must be realized, however, is that alcoholism, even heavy drinking, is a behavior that certain individuals adopt as a means of coping with internal conflicts and difficulties. The resultant euphoria after initial intake of alcohol does not solve any problems; but, until the addicted heavy drinker is assisted in discovering more constructive means for coping with daily stress, alcohol is all he has. Without it he feels stripped of vitality, stripped of defenses, alone in a society of functioning human beings who seem to have a magical edge on him. It is more unrealistic to expect one with such thought and behavior patterns to surrender his only "security" unless and until something better, more positive, and more constructive is provided in its stead.

Ironically, the lack of motivation in the rehabilitation process is often on the part of the professionals offering their services. Often it is they who become discouraged by lack of visable progress, measurable results which can be reported, and successes tallied. Perhaps, too, they are discouraged by the lack of knowledge available in the field, regarding the causes, the nature, and the cures for alcoholism. Thus, it may be essential for the ASAP project director to emphasize to the professionals the positive programs, approaches, and results that are in evidence in other areas.

Treatment Approaches

Direct Chemical Therapy: Antabuse, a chemical compound mentioned previously by its generic term, *disulfiram*, has been used in the treatment of alcoholism with varying reports of success. In brief, its function once administered to the body is to deter a patient from subsequently consuming alcohol by preventing the full chemical breakdown of consumed alcohol. This creates a toxic effect resulting in nausea, vomiting, and other unpleasant physical sensations. This reaction lasts for a period of two to four hours followed by sleep and gradual recovery. The symptoms of disulfiram reaction can be evoked as long as ten days after its introduction into the body. Prior to introducing disulfiram, a patient should have abstained from alcohol for at least twelve hours. Often this is the only aid given to a problem drinker; it should be used only in conjunction with a more supportive type program. Antabuse alone is not a cure for the complex problem of alcoholism. It is an aid—a crutch to lean on—it does not rehabilitate, nor change the world of the problem drinker.

One should be aware also that administration of Antabuse is often accompanied by more serious and undesirable side-effects. Thus, it should not be administered arbitrarily, but limited to physically healthy patients (unfortunately a minority among persons with long histories of heavy alcohol usage.) Antabuse has been in use since 1948, with reports of success ranging from 35% to 80%. Its value, in many cases, is in keeping the problem drinker sober long enough to assist him in focusing on the real world.

Indirect Chemical Therapy: There are varieties of other drugs, less known and less widely employed than disulfiram, which are used in indirect chemical therapy and in support of other more permanent treatment. These drugs fall into basically four pharmacological classifications: (1) hallucinogens, including mescaline and LSD, (2) antidepressants, used to stimulate the mood of problem drinkers suffering acute depression, (3) antipsychotic agents, used in controlling the acute withdrawal syndrome, and (4) antianxiety agents, offering relief from anxiety but which often must be used especially cautiously with people who are addiction prone, such as alcoholics.

Aversion Therapy: This approach involves conditioning an individual to associate use of alcohol with some unpleasant reaction or sensation and thus establish an aversion to alcohol. The principle can be quickly explained if one recalles the classic study of Pavlov's dog who "learned" to salivate at the sound of a bell rung on repeated previous occasions simultaneously with the introduction of food. Similarly, in aversion therapy, an unpleasant stimulus such as nausea or electric shock can be paired with the stimulus of sight, smell, or taste of alcohol, until the patient is conditioned to associate alcohol with discomfort. In this respect, one might be reminded of disulfiram which may also have aversion effects long after the physical properties of the drug have disappeared.

Psychotherapy: A variety of psychotherapeutic approaches have been used in the treatment of alcoholics with varying degrees of reported success. Fundamental to the process is the gaining of mutual confidence between the professional and the patient, plus a high degree of motivation and willingness to proceed.

Group Therapy: This approach to rehabilitation is probably best described by citing the program of Alcoholics Anonymous which has long relied on group support and interaction with the idea of mutual help and understanding. AA, however, is unequally characterized by its further reliance on spiritual but non-sectarian support. Of course there are innumerable other agencies and organizations, public and private, whose basic approach involves the group therapy goals of penetrating the patients' denial mechanisms and helping them to develop a positive approach to daily experiences.

Combined Approaches: Frequently the individual who is a victim of uncontrolled drinking has a number of other problems, some directly related to drinking, others which are non-related, but which nevertheless contribute to his overall difficulties These problems might be physical, social, psychological, or economic. Thus in planning a program to assist problem drinkers there are many aspects to be considered, each calling for different forms of assistance. Many spokesmen in the field agree that, at present, it is unrealistic to cling to a rigid dogma concerning prevention, cause and treatment of problem drinking. An approach that encompasses all measures which have demonstrated or promise to demonstrate a degree of efficacy should be the theme of a comprehensive approach to the alcohol problem. The best chance for a successful rehabilitation program will occur when there is a willingness to try and use a variety of approaches either in isolation as prescribed for the needs of a particular individual, or in flexible combinations.

Re-education for Drinking Drivers

Re-education or retraining programs for convicted DWI drivers are not treatment programs as such. They are not designed for alcohol rehabilitation but rather as a kind of treatment and driver assistance program that might be established and operated by the courts. Nevertheless, a comprehensive DWI re-education program will draw upon various techniques and concepts discussed in the preceding paragraphs.

A useful model for re-educating the problem drinking driver is the Santa Monica prototype demonstration program developed under DOT contract by the University of Southern California. That plan calls for a twelve-week program to re-educate the convicted drinking driver and essentially involves an eclectic approach. Convicted DWI's report once a week for twelve consecutive weeks for a two-hour session. The first session is devoted to an initial interview to assess the extent of the drinking problem. Referrals and other forms of assistance available in the community, such as medical or legal, are processed if such support is also needed. Following the first week's session are four weeks of classes in which information is presented on the effects of alcohol and its consequences in driving. The subsequent six sessions are devoted to group therapy in small groups of approximately 15 individuals. These sessions have as their goal bringing to the surface the individual's own unique problems which led to his DWI conviction, and then developing some insight into ways of controlling his behavior. The twelfth and final session is used for an exit interview in which an attempt is made to evaluate the effectiveness of the program for the individual and to make final referral recommendations as deemed appropriate.

The Santa Monica demonstration program also includes as part of its services a hot-line crisis intervention center which provides a telephone number that drinking prone individuals can call when in trouble and in need of help. Such a center can be manned by volunteers trained to be of assistance in counseling and in making referrals for problem drinkers. Similar programs already exist in many communities for potential suicides and drug addicts. Most likely an existing center would be happy to extend its services to problem drinkers.

Along the same line in providing immediate help to the problem drinker driver is the provision of an emergency pickup service for those who feel too incapacitated by alcohol to drive themselves home safely. This service can be accomplished through prior arrangement and contract with a local cab company or as a semi-independent adjunct of the ASAP, perhaps using volunteers from some community service organization.

Community Social and Service Organizations

Within any community there will be a number of public, social, and service organizations whose activities bring them directly or indirectly in contact with the problem drinker. Public welfare officials for instance may have direct contact with alcoholics, or indirect contact by assisting families of alcoholics. Public agencies considered within this countermeasure area include all the various tax-supported programs and resources in the community which provide some type of social aid: health and welfare, mental health, employment, job training, housing, family counseling, alcohol treatment centers, halfway houses, and so forth. Such agencies can be useful and active in the ASAP in several ways. First, by noting cases where problem drinking is a prime factor in causing an individual or a family to seek public aid, a means is achieved for identifying problem drinkers in the community. Then by a coordinated referral program, such individuals can be referred to public alcohol treatment facilities and encouraged not to drive until their drinking is successfully controlled. Unfortunately, at the present time, these groups rarely work together; the result is conflicting programs, lack of continuity, unnecessary overlap, or all three.

The average community may have a number of private organizations which devote all or some portion of their activity to voluntary community service. Such privately organized groups are often vehicles for accomplishing, simply and expediently, activities which the local government is unwilling or unable to sponsor, or which might become considerably more involved if dependent on public financing for support. Demonstrated successes by such groups often serve to stimulate public officials to initiate action and promote supportive legislation at various levels of government. Sometimes these groups are subsumed or incorporated into a government function.

Whether independent within the community, or local chapters of larger organizations (State, regional, national) private, social and service groups have had tremendous success with their work in problem areas such as traffic safety, alcoholism, or other services not provided by government funding. The very fact that such groups represent a voluntary organized effort by citizens makes them at times powerful special interest and pressure groups. It is highly advisable to check with as many of these private groups as can be contacted in the early phases of the ASAP program to determine what efforts of mutual interest might already be taking place, and to explore the possibilities for coordinating the programs of these otherwise autonomous groups toward selected ASAP goals.

Appendix I lists a number of private sector groups which have actively supported alcohol treatment programs in one form or other, and are thus important resource organizations for ASAP project directors. Two warrant additional commentary for their long-term prominence in working within the field of alcoholism. Their success also serves to illustrate what can be accomplished by private sector groups.

Alcoholics Anonymous. Alcoholics Anonymous has realized a success rate which has become legendary in the rehabilitation of problem drinkers. It was founded by a recovered alcoholic to provide mutual support among alcoholics who admit to a drinking problem which is beyond their ability to control. Alcoholics Anonymous is today a national organization, purposely loose-knit, with thousands of chapters in almost every sizable community throughout the country. The AA organization seeks little publicity, and prefers to remain independent of outside assistance including medical help. The AA has no professional employees, nor any formal agreements with the government or other agencies. Its program emphasis, since the mid-1930's when it was founded, has been self-help and mutual aid within the membership, along with a strong spiritual but non-sectarian basis. Paradoxically, the success of AA is often used to justify the lack of other professional services in the community despite the fact that AA has reached only a small segment of problem drinkers and that its approach is not a panacea for all aspects of the problem.

National Council on Alcoholism. While AA has concentrated on the alcoholic problem by assisting the individual, the National Council on Alcoholism (NCA), organized in 1944, has placed most of its emphasis on combating alcoholism through a national program of education, research, and community services. The NCA is a national volunteer health organization with close to 100 local affiliates. Its activities include the dissemination of information to change public attitudes and reduce the stigma of alcoholism, promoting the establishment of alcoholic rehabilitation facilities, and providing information and referral services at the community level for alcoholics and their families.

In addition to those resource groups listed in Appendix I which have already identified themselves with the problem of alcoholism or traffic safety, or both, the ASAP project director should seek out and contact local civic, social, fraternal service, business, religious, professional, and recreational groups which might be willing to sponsor activities that could offer viable alternatives for the problem drinker. There are innumerable local groups which might be interested in associating themselves with ASAP program and goals, and since their membership often includes the more influential and respected citizens in a community, their collaboration even on a very limited scale is highly desirable for mobilizing a broad community response to the drinker-driver problem.

Diagnosis and treatment is a means for resolving individual problems which have already occurred and taken their toll. Actually though, these are only stop-gap measures; the ultimate goal, is prevention. Prevention can only be realized when everyone in the community is involved in some way in a search for causative factors of problem drinking, nebulous as they seem to be at present, which are operating within society as a whole.

Need for New Concepts

The general population needs to adopt new attitudes toward drinking—the popular concept of the role of the host, for instance, being to ply his guests with alcohol, or the concept of the heavy drinker as a "he-man", should be modified. Easy access is needed to personnel trained to assist individuals in coping with stress (crisis intervention centers) which could reduce maladaptive behavior such as excessive drinking. Also needed are innovative social programs for helping those individuals who for varied reasons feel alienated, and those who are operating on the fringes of society. New concepts and approaches are needed to increase opportunity for all citizens to participate fully in their neighborhood and society through reduction of poverty, provision of adequate medical care, development of job opportunity and training, and acceptance of individuality and diverse interests. Social centers, where actual and potential drinkers could find recreational facilities and companionship, offering a positive alternative to taverns should be a part of a comprehensive preventive program. Once these "other" problems in living are dealt with and resolved, a more livable existence for all citizens will be realized, which would then go far toward reducing the "escapist" drinking which is especially prevalent in the United States.

The range of social reforms and services needed is way beyond the auspices of any single agency, public or private. Hopefully, by stimulating as many groups as possible to cooperate in some manner, all citizens will finally come to realize that while problem-drinking might narrowly be looked upon as someone else's problem, the problem-drinker who kills nearly 30,000 citizens in this country each year (500 a week) is a direct personal threat to the life of each of us—our families, our employers, or businesses, or clubs, or societies, or friends.

Local Countermeasure Support

In surveying the alcohol treatment resources in his community, the project director may encounter many of the problems of non-cooperation, or low levels of interest or support discussed herein. Nevertheless, he must remain mindful that diagnosis and treatment of alcoholism offers the only hope to reduce the current rate of recidivism among those arrested for DWI, and that the support of the medical facilities is vital to the ASAP goals. The general hospitals, mental hospitals, clinics, and other alcohol treatment facilities must be pressed to commit themselves to increased services. In this regard, the ASAP project director should not confine his efforts to the local community, but should look to the State facilities at large.

It must be remembered, however, that NHTSA funding is limited to supporting activities directly related to highway safety. While certain medical services will be considered allowable ASAP costs (see Chapter 2, Guidelines for Cost Determinations) medical treatment per se is outside the scope of NHTSA support. Those communities in need of funds for that purpose will of necessity have to seek grants from other government agencies. The Division of Alcohol Abuse and Alcoholism (DAAA) of the National Institute of Mental Health (NIMH) is working in close cooperation with the NHTSA efforts to reduce the number of drinking drivers and is prepared to make limited funds available to those communities with an ASAP program to assist them in developing treatment and rehabilitation countermeasures.

Enforcement

The Role of the Police

Two major aspects of the ASAP concept are (1) identifying or detecting the drinking driver, and (2) deterring him from driving a motor vehicle until his drinking problem has been brought under control. Thus the implications for the role of the police in the ASAP become rather obvious—for it will be the police who in most instances will make the initial contact with the DWI offender and later be responsible for assuring that the same individual is prevented from driving while his license is suspended or revoked. Regardless of the efforts exerted in other ASAP areas, the police responsibility for enforcement and surveillance will provide the backbone of the ASAP program. Much of the baseline data and evaluation measures will be derived from the enforcement efforts.

The ASAP project director will find himself working closely with enforcement representatives and in need of their constant support and cooperation. In turn, an understanding of police organization and operations will be necessary to the task of directing a coordinated program in which the police have a major role.

Police Organization

There is no one police system in the United States, but rather a collection of 40,000 separate agencies independently organized to enforce laws on the Federal, State, and local levels of government. Excluding the 50 law enforcement agencies at the Federal level and 200 at the State level, there are still 39,750 separate agencies enforcing laws at the local levels (cities, counties, boroughs, towns, and villages), employing 308,000 full-time officers.[1] Responsibility for law enforcement is thus highly decentralized. Local governments jealously hold on to their traditional jurisdictional authority, despite the fact that enforcement problems often become more difficult, communication more involved, arrest records incomplete, and obtaining assistance a complex operation when several separate police agencies are operating within a radius of a few miles. While there is a trend in some areas toward centralization and consolidation, it is also becoming increasingly clear that one of the major enforcement needs is to establish closer relations between police and the citizenry, and to avoid any tendency toward isolation of the police from the community it serves.

---

[1] The President's Commission on Law Enforcement and Administration of Justice. *Task Force Report: The Police*, U.S. Government Printing Office, 1967, p.7.

Internal organization and management of police agencies are characterized by a multitude of differences, as might be expected from the number of agencies represented. The President's Commission on Law Enforcement and Administration of Justice noted that many police forces have evolved over the years with no conscious plan, and are thus "characterized by diffusion of authority, confused responsibility, lack of strong lines of direction and control, and improper grouping of functions."[1] Other forces have long been recognized as models in police organization and management. Organization problems are, of course, less complex in the smaller agencies but the need for a logical division of labor and specialties is constant, as is a system to assure that the police chief does not become overly involved with routine detail activities.

Size of police agencies ranges from the one-man to five-man forces found in many sections of the nation to the New York City police force employing 28,671 full-time members. How many police are needed to adequately control enforcement activities in a community? An obvious answer is that the more officers and patrolmen available, the higher the enforcement rate. There is a point, however, at which additional manpower will no longer result in a related degree of increased lawfulness. The actual number employed, or sought for recruitment, is a determination of need versus costs made by the police administrators and the budget policy makers. The U.S. Department of Justice reported that the actual overall U.S. ratio was 1.7 police employees per 1,000 population. It is difficult to offer an optimum ratio of needs, as local enforcement needs vary. An urban area for example, would normally require more patrolmen per 1,000 population than a neighboring suburb.

Police service is a round-the-clock responsibility each day of the year. Thus each force is normally divided into three or four watches or shifts meaning that an average of only one-third or one-fourth of the full strength is on duty at any one time.[2] The number of men assigned to patrol a given area is determined by knowledge (gained from past experience) of the need for services at particular times and places. Fluctuations caused by rush hour traffic, holiday travel, increased number of accidents late Friday and Saturday nights, and other special events may require overlapping of shifts or overtime for additional manpower needs.

---

[1] The President's Commission on Law Enforcement and Administration of Justice. *Task Force Report: The Police*, U.S. Government Printing Office, 1967, p. 45.

[2] Actually the shift strength is further reduced by patrolmen on annual or sick leave or on days off in compensation for weekend patrols, those testifying in court cases, those on special detail, etc.

Enforcement Personnel

Personnel selection standards within most police agencies traditionally have emphasized rigid physical qualifications while tending not to stress other traits, namely educational level, and social attitudes that have more direct bearing on actual duties to be performed. More recently there has been a trend toward upgrading educational standards, as the police come to rely on more technical equipment and instruments in their routine police functions, and as social and behavioral problems become more complex. Ideally, all recruits should be college qualified high school graduates who would then be eligible for college level education programs leading to a degree in law enforcement.

Personnel training varies widely among agencies. While most communities recognize a need for increased training of police, there is little agreement on what skills should be taught, how they can best be covered, and the optimum time to be devoted to the training process. In some instances, training the new recruit amounts to sending him out on patrol with a senior officer. Larger cities often have their own training programs which vary in quality, offerings, staff and facilities. Occasionally one or two individual officers are selected to attend regional or national institutes concerned with a particular aspect of police work. Such sessions may range in duration from a day to several months.

DWI Detection and Arrest Procedures

As was previously mentioned, any ASAP countermeasure program will rely heavily on the police to detect those individuals guilty of operating a motor vehicle while under the influence of alcohol. Detecting DWI offenders is more than arresting drunk drivers at the scene of an accident, or chance observation of a flagrant violation. Experienced police officers are accustomed to observe a variety of road and traffic activities which might offer tell-tale indications of a drinking driver. Some of the examples given by a veteran police officer are as follows:

- Any moving violation especially violations of signs, traffic signals, driving without lights, failing to dim headlights, wrong side of road, violation of one-way, etc., especially late at night.
- Weaving . . . falling in behind a car and following it for a distance . . . Weaving within one lane or weaving over white center line, especially on curves.

- Erratic speed, increasing and decreasing speed for no reason.
- Brake lights going on and off continuously for no reason.
- Driver hunched over steering wheel, with a tight grip and staring straight ahead as if in a trance.
- Driver's window open on a cold night.
- Unnecessary caution, such as coming to a complete stop for green or flashing yellow caution lights, driving very slow, and hesitating on turns.
- Traffic backed up and moving slow due to erratic driver up ahead.
- Car leaving shoulder and entering highway . . .
- Vehicle stopped on highway or on shoulder. Driver may have passed out leaving the engine running. Car may be in gear.
- Operating with low beam lights when high beams would be appropriate.
- Occupants of car throwing beer cans out the window or shouting at pedestrians or other motorists.
- Failure to stop for officer's signal at scene of accident.
- Cars with license plates from another locality in the area late at night.
- Suspect DWI in all accidents late at night[1].

Once a driver is suspected of DWI, the next requirement is to stop him and verify initial suspicions. Normally the police officer asks to see the registration and driver's license, and can observe then the driver's ability (or inability) to carry out instructions. At this point an officer might request the driver to step out of his car and perform one or more tests of body (psychomotor) coordination. Some of the more standard tests include the finger-to-nose test, walking a straight line, bending over to pick up a coin, and pronunciation tests. During the process, the officer would note the driver's performance, general appearance, speech and conversation. These tests do not constitute conclusive evidence of intoxication or alcohol impairment, but they often are the only testimony that can later be presented if a DWI charge is made and a court trial is necessary.

If the officer decides to make an arrest, he takes the suspect to the police station. Chemical tests, if permitted, are made after the officer has arrested the suspect. Taking of urine and breath samples can normally be accomplished at the police station, while for blood samples, it may be necessary to take the suspect to a designated medical facility. Since minimum delay in time is essential for accurate BAC reading, it may be advisable to obtain the blood sample before booking a suspect at the police station.

Following the formal charge for arrest, the DWI suspect may be detained for sobering or detoxification prior to a preliminary hearing by a court officer. At that point, amount of bond will be determined and the defendant notified when he is expected to appear in court.

The date for court trial is normally based upon an allowance of sufficient time for the defendant to obtain counsel and prepare his defense. Other considerations include availability of arresting officer, witnesses, and the court

[1] Operating While Under the Influence of Alcohol and Drugs, Training Bulletin, United States Park Police, Washington, D.C., p. 21.

calendar. The arresting officer is required to appear in court to offer his testimony under oath, and submit to cross-examination by the defense.

Two problems often arise at the cross-examination. An over-confident patrolman may appear aggressive, or smug, thus alienating members of the jury. Conversely, the testimony by an officer who is inexperienced or ill-trained in preparing evidence or testifying in court may be quickly discredited by a defense attorney who quite likely specializes in DWI defense, and can quickly create the necessary doubt in the minds of the jury through a series of time-proven tactics. The defense attorney is undoubtedly aware of the more than 100 physical conditions which can create symptoms much like those brought on by high consumption of alcohol and will use this knowledge to weaken the testimony of the arresting officer.

Chemical tests and presumptive level of intoxication based upon BAC have been a great help in the problem of obtaining DWI evidence, by enabling police to quantify alcohol content at the time of arrest. In most states, a person is presumed to be intoxicated if his BAC is .15% or more. The criterion of intoxication on the presumptive level adopted by NHTSA, and by states complying with the national standard in their drinking-driving laws, is .10% BAC. Results of chemical tests are accepted by appellate courts throughout the country as accurate measures of BAC levels.

There are problems, however, associated with the administration of the various tests. The 1968 "Alcohol and Highway Safety Report" to the Congress from the Secretary of Transportation included the following notes concerning the various tests and specimens:

> *Blood.* Appropriate analysis of blood is the most direct method, but under some conditions blood may be the most difficult type of specimen to obtain. The blood must be extracted by a competent person—sometimes restricted by statute to a physician or nurse—under controlled conditions, to prevent contamination of the specimen or injury or infection of the subject. The analysis must then be made by a laboratory at a later time. This is not generally a major problem because blood, if kept properly, may be analyzed for alcohol even after months of storage.
>
> The law requires that for the results of a chemical test to be admissible in court, the prosecution must be able to demonstrate through its witnesses that the blood (or urine or breath) tested was actually taken from the defendant and did not become confused with other samples. Thus, it is necessary, in using chemical test results, to establish continuity between the time of extraction and the time of analysis. Attention must also be paid to demonstrating that no mixup of analytical reports occurred.
>
> Also troublesome in convincing physicians to cooperate in administering chemical tests, is the fact that insurance policies covering malpractice typically protect a physician only when the doctor-patient relationship has been established. Since the request to take a blood sample ordinarily comes from a police officer and not the defendant, the doctor-patient relationship is never born. New York's solution has been to allow suits against the State or political subdivision employing the police officer who requested that the chemical test be taken; the State or its subdivision may then recover damages from the physician if he were guilty of gross negligence or bad faith.

Urine. Identification and proof of continuity again are problems. In addition, since alcohol is excreted by the kidneys in different concentration than it is present in the blood, allowance must be made for this difference. Furthermore, the time delay between excretion by the kidneys into the bladder and the taking of the specimen may make the latter unrepresentative of the blood concentration at the time it is taken. For these reasons blood and breath specimens are preferred to urine, although, when no other evidence is available, the demonstration of the presence or absence of alcohol in urine can show whether the subject has been drinking.

Breath. Breath tests present the dual advantage of ease and speed of administration, either at the site where the driver is apprehended or elsewhere. Several breath testing devices of varying portability, expense, and reliability are available and have been in very wide use in the United States for many years.

Local Aspects of Enforcement Countermeasure Area

One of the early tasks for the new project director will be to use every means available to become personally familiar with the local police system. Orientation meetings should provide information concerning organization and size of State and local police, key officials, and current problems which might tend to limit or overshadow enforcement efforts in the ASAP program. Such problems might include personnel shortages, minimal qualifications in selection and training of personnel, limited budget, high crime rate, public pressure, official support, even general apathy. These problems may or may not exist. If they do not, then this too is important for the project director to know.

It will be necessary for the project director to obtain enforcement information directly concerned with traffic data and the alcohol problem. While detailed records and statistics will be required for planning and evaluation purposes, it will be useful and convenient to be personally knowledgeable concerning such information as number of traffic accidents per year, number of DWI arrests per year, items and places of DWI incidents, number of related charges such as reckless driving and public drunkenness, and the conviction rate.

As time permits, the project director should arrange to observe actual operational methods, including arrest, booking, administration of tests (if any), record preparation and reporting procedures. Such first-hand observations will also provide an opportunity for informal contact with arresting officers and other patrolmen working with the DWI problem at the grass roots level.

Law Enforcement Countermeasures

ASAP enforcement countermeasures generally fall into three categories: (1) specialized training of enforcement personnel, (2) increased patrols, and

(3) adoption of innovative methods and equipment.

In many communities, the ASAP project director may find it a useful and necessary countermeasure to organize special police training sessions concerned with the drinking driver problem, as a supplement to other local training programs. Suggested sub-topics include:

- Recognition of the drinking driver.
- Manifestations of alcohol impairment.
- The disease concept.
- Conduct and evaluation of behavioral test on suspected DWI's.
- Chemical testing - procedures and legal aspects.
- Acquisition and recording of information on the Standard Accident Report Form.
- Preparation of the Alcohol Influence Report Form.
- Preparing and delivering testimony for court hearings in DWI cases.

Much of the law enforcement countermeasure activity will revolve around increased patrols which can be achieved by recruiting additional manpower or paying overtime salaries for extra time put in by already trained and experienced officers. Especially effective is the use of selective enforcement, for instance, the use of police patrols for a specified purpose, at specific times and places when the prevalence of the offense, in this case, DWI and DUIL, is likely to be greater. Selective patrolling is based on records showing times and places of high DWI incidents. The hours of approximately 9 p.m. to 2 a.m., especially weekends and holidays, are likely to be the selective enforcement patrol hours for most communities. Penologists generally agree that a reasonable certainty of detection serves as a greater deterrent to violations than do stiffer sentences.

The patrol location is another factor in selective enforcement, and the police forces in each community are well aware of problem roadways and where additional attention is needed. Selective enforcement will probably also include provisions for the inclusion of experienced officers, and specialized training. Obviously, the means for selection and training of officers, to be assigned to selective enforcement patrols for DWI apprehension (and deterrent) purposes, will again vary considerably from community to community. It is important, however, in ensuring the effectiveness of this countermeasure that experienced officers be provided, and that they receive specialized training in the (1) detection of DWI offenders, (2) administrative processing (booking) of the offender, (3) the collection of the type of objective evidence needed to prosecute the offender, and (4) use of breathalyzers, chemical testing factors, and perhaps more sophisticated means such as video equipment.

Operation of the selective patrols will vary. In some instances, the patrol may apprehend, then call upon a special group for the DWI booking process, perhaps even using a van with the evidence collection equipment on board. In one project, helicopters have been used in conjunction with ground patrol cars to locate possible DWI offenders, both in the daytime and at night. The initial report on the use of helicopters is that it has been most effective, particularly in spotting the DWI offenders at night. Certainly, each community would need to evaluate many factors such as their terrain, types of offenders, flight restrictions, cost effectiveness, current effectiveness, and many other factors, before using helicopters to apprehend DWI.

Other innovative enforcement measures include roadside checks such as are sometimes conducted for checking driver licenses and vehicle registration. Pre-arrest breath testing, also referred to as preliminary screening, permits a police officer on reasonable suspicion to request a breath sample of anyone who may be driving under the influence of alcohol. The testing is accomplished at the roadside detection site and obviates the formal apprehension procedures should a driver not register above the prescribed BAC level. The typical roadside testing device does not render a quantitative reading, but rather an indication that BAC is above a defined level. Thus, should a driver register high, there is substantive evidence for formal arrest which can then be followed by more exact blood-alcohol testing at the police laboratory.

Legislation authorizing on-site pre-arrest chemical screening of suspected DWIs has been mixed in controversy regarding possible violation of constitutional rights such as sanctions against self-incrimination and abridgement of the due process clause. Nevertheless, pre-arrest testing legislation has been successfully enacted at both State and local levels as a means of reducing the highway death toll, and as a more scientific alternative to the long accepted psychomotor tests (finger-to-nose, walking a straight line, etc.) used by many enforcement officers.

Perhaps as important as any factor in developing selective enforcement is the training of police officers. A difficult problem in the apprehension, charging, and processing by a police officer of a DWI suspect is the time-consuming tasks of preparing the "paper work" evidence. This needs to be studied in each community using selective patrols and a concerted effort made to reduce and simplify the procedures and the time required to process a DWI. Certainly, the familiarity that will be developed by a specialized DWI patrol will permit more effective and speedier processing of offenders.

Judicial

The Role of the Courts

An extensive alcohol safety program cannot operate without the cooperation of the local courts, which have the responsibility both for determining the guilt or innocence of persons arrested by the police for DWI, and for the sentencing which will offer the most assurance that the offense will not be repeated. As the project director will want to cooperate with local judges and court personnel throughout his association with ASAP, the following section gives a summary of judicial procedures.

The Judicial Structure

The United States Constitution provides for three separate branches of the Federal Government—Executive, Legislative, and Judicial. The Judicial, created to assure uniform interpretation and enforcement of Federal laws, is composed of the Supreme Court, 87 United States District Courts, and 11 Courts of Appeal. Parallel to, but completely separate from the Federal court system are the State judicial organizations.

The bulk of court proceedings in the United States are legally part of the State judicial system (over 90%). City and county courts derive their authority from State constitutions and statutes and are thus the lowest rung on the State judicial ladder rather than an agency of the local government.

The State judicial hierarchy generally follows the pyramid type structure with the apex, the State Supreme Court, having final jurisdiction, unless the case qualifies for a Federal hearing. Below the supreme courts, all of the States have some type of intermediate court, whether known as district, county, circuit or general trial.

These intermediate courts have original as well as appellate jurisdiction over cases arising from the minor courts. The ASAP project director will be concerned with the intermediate, and the minor courts—the justice of the peace courts, magistrate or police courts, and municipal courts.

The Minor Courts

Practices and Procedures. Since DWI is one of the relatively few traffic violations handled in the minor courts which require physical arrest, the defendant appearing in court on a DWI charge already will have gone through the arrest procedure and had a preliminary hearing before a magistrate. During the preliminary hearing a court officer determines whether sufficient evidence exists to substantiate the charge of the arresting officer and provides a means for the defendant's release from custody, meanwhile obtaining assurance that he will appear in court at the specified time and place.

The minor courts normally are not courts of record. This means that no permanent record of the trial proceedings is initiated or maintained. While many States provide for jury trial of DWI offenses, often the DWI defendant is not entitled to a trial by jury and in some cases a defendant may waive jury trial.

At the time of trial, the defendant appears before the judge with or without counsel and is informed again of the charges against him. If the defendant pleads guilty, he is sentenced without trial; if he pleads not guilty, evidence is presented and witnesses are examined and cross-examined by the prosecutor and defense attorneys.

As the quality of the trial, including the presentation of the charge and the State's evidence, the defense for the accused, general courtroom proceedings, the verdict reached, and the final sentencing and disposition, is directly related to the quality of the court personnel, a brief survey of the personnel involved follows.

Personnel and Qualifications. The central figure is the judge. In minor courts the judges may be elected by the voters within the geographical area over which the court has jurisdiction. Often, especially in rural areas, the judge may be a justice of the peace, who may serve part time and be paid in the fines he collects. Often not only is no legal training required, but there is no standard educational level specified to qualify for the job.

In urban areas, the minor court judges are often better trained, work full time at their judicial duties, and are paid a regular salary. Too often, however, the judges are not adequately paid, and thus the more capable individuals are not always attracted to the bench.

It is standard to recommend that a separate traffic court be established when the caseload of an intermediate court reaches 7500 annually. Judges are often more specialized in intermediate courts than in minor courts and often remain in a special court. This leads to greater uniformity of statute interpretation and sentencing, and also tends to eliminate the practice of "shopping" for a lenient judge.

The intermediate courts also have larger supporting staffs—clerks and reporters responsible for maintaining court records, sheriff's deputies or bailiffs assigned to maintain order, and the State or prosecuting attorney who represents the State in the preparation, presentation, and general proceedings of cases in which the State is an interested party.

Whether or not a jury is present depends on the nature of the offense and varies among the State systems. Jurors are chosen at random from public rolls such as the voter registration list, or tax assessment files. Many citizens are reluctant to serve as jurors, citing as one reason the time required away from normal occupational activities. Considerations of time make it relatively easy for doctors or teachers to be excused from jury duty and thus deprive the system of persons who might be truly qualified.

Generally State requirements for jury duty stipulate that the person be a citizen and local resident, within a certain minimum and maximum age limit, of good moral character, and of sound mind and body.

Larger traffic courts may either have their own probation department, share a probation department with the trial courts of general jurisdiction, or have a probation officer on a part time basis. Occasionally a psychiatrist will be available as a consultant, or a traffic court staff may include an instructor for a driver improvement clinic.

Administration. The administrative aspects of the court system vary greatly from State to State and within the State at the several judicial levels. Problems in processing and record keeping increase as the system expands. In larger courts the court clerk or court administrator will be responsible for carrying out the administrative policies of the judge. His duties include supervising the court clerical personnel, maintaining records, collecting and accounting for all funds, and often compiling statistical data and the preparation of required reports. He will directly influence the day-to-day efficiency by which the court operates and may also be the official responsible for liaison and coordination with other departments of the local government.

Local Aspects of the Judicial Countermeasure Area

The ASAP project director will want to discover as early as possible as much information as he can about the courts within his community. He should find out the number and kinds of courts that are available. He will want to know if the courts are adequate to the needs of the community. It is suggested that he sit in on several court sessions to observe the general tone of proceedings. It is also recommended that the project director become personally acquainted with those local judges who preside over traffic cases. In this way he will be able to learn first-hand, the problems and issues confronting the court as viewed by the judicial staff.

In general discussions concerning alcoholism, drunk driving, sentencing, probation practices, and ASAP objectives, both the judges and the project director can share information, opinions and observations, thereby establishing the necessary interface.

The clerk of the court should also be contacted not only for initial information concerning the records system, case load, and other data, but also to establish a close working relationship that should carry on for the duration of the project.

Problems of the Courts. Probably the greatest problem that the courts face in the prosecution of drunk driving charges is general apathy. The public at large accepts the practice of alcohol consumption and is not prepared to support legislation or enforcement practices that they feel could too easily snare them the next time they drink socially before driving home. This attitude is thus reflected in verdicts reached by juries, who at a DWI trial, see before them, not a potential killer, but a neighbor much like themselves, caught in an embarrassing situation. Jurors are not likely to want to "rub salt in the wound" by making a DWI conviction. Judges, too, are often overly tolerant of a person charged with drunk driving, particularly if the week before the judge presided in criminal court where he was confronted with killers, or rapists.

Prosecuting attorneys are not always as diligent as they should be in preparing their cases. This is too often a reflection of the minor importance placed on DWI cases. Due to the difficulties in obtaining a conviction, prosecuting attorneys are often reluctant to take a DWI case to court. They may be more than willing to cooperate with the defendant's attorney when the offer is made to plead guilty to a lesser charge, that is, reckless driving, or public drunkenness. By this process of plea bargaining, the prosecutor saves time and effort to devote to other activities while obtaining assurance of a conviction, and the defendant avoids having a DWI charge on his driving record, obtains a lighter sentence, and in all likelihood retains the use of his driver's license.

Another common practice by defense attorneys is the obtaining of continuances, with the result that memory fades, evidence is lost, and the prosecution's interest in the case diminishes. The same result occurs of course when a backlog prevents a prompt trial.

Lawyers often specialize in the defense of DWI charges. Being well aware of the public's general ignorance regarding chemical testing and implied consent laws, they often succeed in creating sufficient doubt in the minds of jury members to prevent a DWI conviction. Were prosecuting attorneys, and arresting officers who testify equally well trained in the presentation of evidence, this situation could be reversed.

Another major problem of the courts which will be of concern to an ASAP project director is that in hearing cases and making appropriate sentences, judges often do not take advantage of records and other information available to them. Frequently, judges are not aware of the research studies and findings regarding problem drinking, its effects, treatment facilities and chances for recovery. If the records or the background of the problem drinker are not investigated, it is likely that he will be sentenced as a first-time offender, rather than being identified as a potential or chronic alcoholic in need of rehabilitative services.

Pre-Sentence Investigation

Pre-sentence investigation stands out as the countermeasure most likely to be utilized by all projects in one form or another. Indeed, it may well be the new ingredient in the handling of problem drinker driver cases within the courts. At the present, however, it is rare for pre-sentence investigation to be utilized in traffic cases.

Pre-sentence investigation provides the judge with additional information on the background of a driver convicted of DWI. The information is used in determining an appropriate sentence. Certainly, a concomitant of any court's pre-sentencing investigation will be the availability of sentencing options. These might involve a driver training course—such as DWI Phoenix—counseling, therapy of various types, disulfiram, even psychotherapy. In all cases probation would be based upon the voluntary acceptance of the treatment as a condition of probation. Thus, the point is that the use of pre-sentencing investigation as a judicial countermeasure cannot be employed, unless the judge has sentencing options other than fine and imprisonment for the convicted DWI available in the community.

Pre-sentencing investigation will also involve a number of options as to the extent and scope of the investigation to be carried out. The first aim of the pre-sentencing countermeasure will be to find out who, among those arrested for DWI, are problem drinkers. The court will have to call upon a probation staff to do the investigation. If the court does not have an existing probation staff, it should develop a capability. Probation officers, supplemented as needed by the scope of the program, by social workers, physicians, psychologists, psychiatrists, are essential to provide the judge with the expert advice and assistance he will need to evaluate the data collected on the convicted DWI.

The probation officer who has been given the task of investigating the background and circumstances of a convicted DWI driver should first determine if he fits the criteria of a problem drinker. Each project with a pre-sentence investigation countermeasure will need to establish a "first stage" screening device. Just such a device has been developed for NHTSA by the Highway Safety Research Institute. The NHTSA *Manual of Court Procedures for Identifying Problem Drinkers* describes in detail the five tools recommended for use in identifying the problem drinker—questionnaire; interview; questionnaire and interview summary sheet; BAC, driver, and criminal record tally sheet; and treatment evaluation sheet. All or part of these aids might be used to determine whether the convicted DWI can be described as a problem drinker. These tools provide relatively simple and expeditious means for interviewers, not requiring extensive psychological training, to make a determination as to whether a drinking problem exists.

Based upon the results of the questionnaire and interview, and any other facts collected by the probation officer, or counterpart, there might be a need, in some cases, to pursue the collection of additional medical and/or psychological/psychiatric diagnosis. However, it is likely that the great majority of DWI convictions, referred to the probation staff for evaluation, can be determined with relative ease, and at minimal cost, by use of the tools described. At times the case facts can be supplemented by telephone queries to community agencies, employer, family, or by driving or police records.

The fact is that the majority of those convicted of DWI will probably not be problem drinker drivers, that this will represent their first and only contact with the law and the courts. It will be found that with the use of the questionnaire and interview, and with some basic community background data collection, that the DWI involvement was an isolated case of social drinking, and that there is no evidence that the individual is a problem drinker driver. This, of course, serves the purpose of the pre-sentence investigation just as well as the finding that the individual is a problem drinker driver, as evidenced by the negative case findings elicited by the probation officer's investigation. The judge can apply the investigative findings in sentencing—and can feel reasonably sure that this was an isolated instance of driving while intoxicated and not a problem drinker driver situation.

It can not be assumed that all alcoholics will be identified as the extent to which the pre-sentence investigation delves into a case must be balanced against cost. The more extensive and detailed pre-sentencing investigations, involving medical and perhaps even psychiatric evaluations, should be limited to those few who are clearly problem drinkers. The interview, questionnaire, driving and police records show this early in the pre-sentence investigation process.

In conjunction with medical or psychological examinations ordered by the court, consideration should be given to State laws regarding release of confidential information resulting from such examinations.

Inasmuch as ASAP files will contain one or more types of confidential data, adequate provision should be made to assure the integrity of such data. Specific authority for access to confidential files should be established within the ASAP central office staff.

Countermeasures for the Courts

Countermeasures currently being conducted in the courts often have an educational objective, such as to train court personnel or to re-educate those receiving sentences. Many states and localities now have driver improvement schools to which traffic violators can be sentenced, often in lieu of fines, jail sentences, or license suspensions. Failure to complete the course naturally results in imposing the conventional sentences. The courts can also provide for rehabilitation of problem drinkers through public or private facilities.

Court countermeasures to retrain court personnel can and should include judges, prosecuting attorneys, probation officers, parole officers, court clerks and administrative employees. Workshops and seminars for traffic court judges are becoming increasingly available for both new and experienced judges to provide the re-education and training necessary to fulfill their specialized roles. Subjects covered include court administration, records management, trial procedures, the alcohol problem, the DWI problem, training in the presentation of evidence and related testimony in DWI court cases, and the NHTSA Highway Safety Program Standards.

Greater emphasis on the use of pre-sentence investigations to identify the real problem drinkers among defendents brought before the court, is also a promising ASAP judicial countermeasure. This countermeasure can include background investigation (interview with family, friends, employers), as well as an established program for medical and psychological referral and evaluation.

Legislative and Regulatory

General

Efforts of the various typical countermeasure agencies (police, courts, licensing agencies, alcohol treatment facilities) to reduce the drinking-driver problem are often weakened by a lack of statutes and ordinances necessary to execute the tasks for which each agency is held responsible. Moreover, the countermeasure agencies are likely to be further hampered by ineffective or conflicting legislation already in existence. In many cases, countermeasure agencies could realize a greater potential, largely within their present resources and facilities, if provided with laws and popular support equal to the scope and nature of the alcohol problem.

The vast majority of adults who use alcoholic beverages drink in moderation, especially when it will be necessary to drive. For the average social drinker, and even the "first offender," existing legislation and standard means of control are probably adequate. The bulk of the drinking/driving problem, however, is caused by a small group of individuals who will not, or cannot, control their drinking and driving habits and thus present a degree of danger out of all proportion to their number.

In order to protect all citizens, and to protect drinking-drivers from the danger they present to themselves, more stringent measures are necessary to identify DWI violators, restrict their activity so long as they continue to pose a threat, re-educate them to behave within acceptable patterns, and finally follow-up to assure that re-education is lasting. Examples of applicable legislation include:

- Requiring medical authorities to report known problem drinkers to State driver licensing agencies.
- Establishing and empowering a State driver licensing medical review board to evaluate licensees believed to have a drinking problem.
- Requiring examination by a medical review board of all drivers convicted of DWI to determine whether a drinking problem exists.
- Enactment of Implied Consent Laws which require all drivers suspected of DWI to consent to a chemical test or face suspension/revocation of drivers' licenses.
- Establishing a legal level of presumed intoxication at no higher than .10% BAC.
- Authorizing enforcement personnel to require a pre-arrest breath test of drivers suspected of DWI. (This test is actually a more precise variation of the standard roadside sobriety tests, and obviates the requirement and personal inconvenience of a formal arrest should the driver's BAC be below the legal limits for intoxication.)
- Requiring attendance at an alcohol rehabilitation facility for all drivers with two or more DWI charges.

The protection of individual freedom and rights is a fundamental concept and function of our form of government. Over the course of past years, it has come to be an unwritten assumption that individual rights include: (1) operating a motor vehicle, and (2) consuming alcoholic beverages. Thus, enactment of legislation to further control drinking and driving often meets with staunch opposition. It will be a direct function of the project director to overcome such opposition by convincing the general public that their rights, and the rights of the majority, to exist without the threat of being killed or maimed by a problem drinker-driver are in jeopardy and will remain so until new laws are enacted to revitalize the operating efficiency of the countermeasure agencies.

Through public information and education countermeasures, as well as support generated among local groups and agencies, the ASAP project director should work toward the passage of legislation in line with the standards established by the NHTSA. In fact the full-fledged implementation of an alcohol safety program beyond the 403 funding period not only most likely depends on new legislation, but will be greatly facilitated by early groundwork and continuing activity, in the legislative area.

Should the project director be so fortunate as to have key individuals or groups willing to "champion the cause," his legislative countermeasure tasks will be considerably lightened. Hopefully, early inquiry will identify such support.

Whether as a strong participant, or interested witness, the project director will require an understanding of the legislative process and apparatus of the local and State government, to which his attention needs to be drawn. As previously mentioned, the background information presented should be considered as a point of reference from which the project director must then proceed to determine the specific and unique characteristics and variations which prevail in his region.

The Legislative Process

State Level. State legislatures are commonly patterned along lines similar to the U.S. Congress. All States, except Nebraska, have a bicameral legislature with an upper body, commonly referred to as the Senate, and a lower body termed the House of Representatives. The Senate is always the smaller body, ranging in size from 18 members in Delaware to 67 in Minnesota—the State average is 37. The lower houses range from a minimum of 35 in Delaware to 400 in New Hampshire, with an overall State average of 120. Terms of office are generally two to four years, with senators typically enjoying longer terms than House members.

Legislatures in 29 States meet on a biennial basis, commonly convening in January of the odd-numbered years, although some meet in even-numbered years or in other months. States meeting on an annual basis include Alaska, Arizona, California, Colorado, Delaware, Georgia, Hawaii, Kansas, Louisiana, Maryland, Massachusetts, Michigan, New Jersey, New Mexico, New York, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, and West Virginia.

In most States the governor has the authority to call the legislatures into special session. In preparing his legislative countermeasures, the project director should consider the legislative calendar, and schedule his activity accordingly. In those States where the legislature meets but once every two years, there may be only one opportunity to press for desired bills during the three-year ASAP period.

The length of legislative sessions is also limited. More than thirty States have restricted legislative sessions to a definite number of days ranging from 30 to 195. Many other States effectively control the length of sessions by arranging for the expiration of payments to legislators after a given period of time. The end result is often a last-minute flurry of activity and insufficient time to deal effectively with the torrent of bills which has been introduced.

Since State legislatures are in active sessions for only short periods of time, individual members spend the major portion of their legislative terms residing in their home communities attending to their regular professional duties and private interests. This situation is to the advantage of the ASAP project director for it will provide excellent opportunities to meet locally and often frequently and informally with State legislators at a time when they are more readily accessible and perhaps under less overall pressure. It is interesting and helpful to note that the requirement to work full-time for a few months every one or two years, and to be on call for the duration of a term has much to do in pre-determining the type of individual who seeks legislative duties. Various studies indicate that two-thirds of all state legislators are lawyers, farmers, or businessmen (especially those engaged in insurance, real estate, and banking and investment).[1]

The State legislatures are organized in a manner, again, not unlike the U.S. Congress, in that the presiding officer in the House is a Speaker, while in the Senate it is the Lieutenant Governor. In those states where there is no Lieutenant Governor, the presiding officer of the Senate is chosen by the Majority Party. There are various committee systems which may include standing committees, special committees, joint committees, and special investigative committees, that operate between sessions. Much of the legislative work is accomplished by the standing committees whose membership is determined by the presiding officer.

Any member may introduce a bill to the legislative body of which he is a member. The presiding officer then decides to which committee the various bills will be assigned. As in Congress, the committee has a great deal of influence over the bills it receives. If a committee favors a bill, it is sent to the floor of the legislative body with a recommendation that it be passed. If the committee looks with disfavor on the bill, it may be tabled, or pigeon-holed, although many States require that all bills in committee be acted upon.

After passage in the first house, a bill is then referred to the second, where the procedure is repeated in much the same manner. As in Congress, if the two houses do not agree on a particular measure, a conference committee must attempt to resolve the differences. Once the bill is accepted by the conference committee it is then sent forward to the governor for his signature.

In planning a legislative countermeasure package, the project director should be mindful that the most effective legislation must emanate from the State level, for it is the State which exercises control over the driver licensing and records system, driver education programs, State alcohol treatment facilities, State traffic enforcement, and State-wide laws concerning implied consent, presumptive limits, and so forth.

---

[1] Keefe, W.J. and Morris, S. Ogul. *The American Legislative Process: Congress and the United States,* Englewood Cliffs, New Jersey, Prentice Hall, 1964, p. 118.

Local Level. Generally speaking, local governments owe their existence to, and derive their powers from, their State governments. Powers left to the local governments are often subject to diverse interpretation, especially where express or implied powers are concerned. While local governments may not enact laws which conflict with State provisions, many enjoy a considerable amount of autonomy and home authority, and can establish ordinances regulating a wide variety of activities. Thus, the ASAP project director may as a lesser alternative to enactment of State legislation, seek passage of compatible local laws which would further the ASAP goals and enhance the local capability for identifying, apprehending, and treating drinking-drivers in the immediate area.

Municipal Government. Mostly due to evolving social and economic changes over the years, local governments have experimented with a variety of governing structures. The three major categories of municipal governments are listed as follows:

- The Mayor Council Plan—in which there is an elected mayor and an elected council. This plan includes the strong mayor form in which the mayor is granted substantial executive authority, and the weak mayor form in which the council has greater controls.
- The Commission Plan—which was designed to avoid the separation of executive and legislative powers. Individuals are elected as heads of the municipal departments and then jointly serve as the city council. Commonly, the commission then designates one of its members as a titular mayor.
- The Council-Manager Plan—accomplishes a separation of policy formation from administration. A council, with a titular mayor designated from among its members, employs a trained and experienced public administrator to be responsible for all municipal operations and to appoint all administrative officers.

County Government. The basis for the original establishment of counties was to serve as administrative units of the State governments to manage such State functions as law enforcement, justice, records, and public education. There has been a decided trend, however, for more and more counties to function as distinct units of local self-government with governing structures and other services paralleling municipal forms. The numerous variations reflect attempts to tailor local government to accommodate local needs.

The National Legislative Enactment Program

The NHTSA is working at the National level to acquaint State legislators and other key officials such as Governors' Representatives for Highway Safety, with the type of legislation required by the States to conform with the established DOT standards. These standard areas are: (1) implied consent, (2) chemical testing and provisions for presumptive evidence of intoxication, (3) establishment of procedures for chemical tests and certification of the equipment operators, and (4) mandatory chemical testing for all drivers involved in fatal accidents.

At this point in time it appears that before the end of 1972 all the States will have some form of an implied consent law. Not all, however, will be in strict conformity with the NHTSA standard. In several States a drivers license suspended or revoked for refusal to take a chemical test must be reinstated should the defendant be acquitted or if the case is dismissed. In those States, it is apparent then, that DWI defendents will be more likely to refuse a chemical test knowing that they will have a better chance of winning their case and thus retaining their license. This, of course, is exactly opposite to the NHTSA goal of attempting to get more people to take a chemical test and making it painful not to do so.

All States do have a presumptive level of intoxication, but a number of them are not in conformity with the NHTSA standard in that their legal limit is above .10% i.e., .12% or .15%.

Currently approximately one-half of the fifty States have laws establishing procedures for chemical tests and certification of the operators. The NHTSA is continuing to work with the States on that standard.

The fourth standard mentioned, the testing of all drivers involved in fatal crashes, continues to be a difficult area with little conformity to date. The requirement for mandatory testing of surviving drivers in fatal accidents will continue to be a problem requiring the close cooperation and efforts of all personnel committed to improvement of highway safety.

In addition to the standards which represent NHTSA requirements, there are a number of other types of bills which the States are being asked to support. Governors in all States have been requested to lend their support to the provision which makes it unlawful to operate a motor vehicle at a certain blood alcohol level, without delving into the issue of proven or presumed intoxication.

Few States have such a provision at the present time. NHTSA has also forwarded to each of the States a model form for a preliminary screening law which would allow police officers the opportunity to test suspected DWI's prior to their being taken into custody. Again, the support for this bill has been requested of all State Governors.

Numerous other bills are also under study. Civil commitment provisions which would provide judges with opportunities to commit identified alcoholics to hospital facilities, as is done in narcotics cases, are being studied. This would offer judges an alternative to the jailing and/or probation devices. Since probation must be voluntarily accepted by a defendent, a convicted DWI currently has the option of choosing a jail sentence in which little or no rehabilitation would occur.

Laws of arrest also need to be examined. Many states do not allow a police officer to make an arrest for a misdemeanor unless it actually occurred in his presence. Thus a police officer may come upon an accident in which a driver is obviously intoxicated, but no arrest can be made without a warrant. By the time a warrant is obtained, there may no longer be evidence of high BAC levels. New laws will be needed to allow the police to arrest a driver who after initial investigation appears to have caused an accident while under the influence of alcohol. Some States have met this problem, by making DWI a felony, in which case the incident does not have to occur in the police officer's presence in order for an authorized arrest to take place.

Another area of legislative interest to ASAP is suspension and revocation of registration certificates and plates, or the issuance of specially marked license plates to identify the known problem drinker on the road. These measures, however, can easily create unwarranted inconvenience to the family of the problem drinker who also depends on use of the automobile. A less drastic alternative is the issuance of occupational driver licenses which would permit a problem drinker to drive only during his occupational hours. A more drastic measure is the impounding and even confiscation of the vehicle. Likewise mandatory jail sentences are also being looked at more closely as deterrents in reducing the number of drinking drivers on the highways.

Thus, there are various types of laws and legislation that NHTSA is interested in, and which are being discussed at Federal and State levels.

Implications for the ASAP

The ASAP project director must become thoroughly familiar with the political, governing, and supporting relationships which comprise the total framework for his community. A project limited to a single city may or may not have a County government to consider, but certainly the State structure must be taken into account. A project planned for a county-wide operation may have several subjurisdictions, whose activities must be coordinated. Possibly, but less likely, an ASAP project may be State-wide with county and lesser local governments as sub-elements. In addition to this vertical hierarchy of government, however, the project director cannot ignore neighboring jurisdictions which share common boundaries with the ASAP site, and whose internal activities in the alcohol safety field can effectively help or hinder the ASAP project. Effective activity in the legislative countermeasure area will be immeasurably increased by an awareness of the interwoven patterns their various governing relationships create.

Driver Licensing and Vehicle Registration

An inclusive licensing countermeasures program should include work, primarily on the state level, to (a) require license applicants to forfeit old licenses; (b) establish a data file on each licensed driver with details on traffic violations, non-traffic convictions, administrative license suspension or revocation, alcohol involvement in license suspension or revocation; incidents of medical/mental treatment for alcoholic problems, social service assistance related to alcohol, (c) obtain data processing services to update and retrieve information from the file; (d) provide State participation in and use of the National Driver Register; (e) require licensing agencies to use information from the file and National Driver Register in deciding who should receive a license; (f) establish a Medical Advisory Board to assist licensing agencies in borderline cases; (g) establish a restrictive driver's license. The Driver Licensing and Vehicle Registration section deals with these subjects in some detail in order to underline the importance of this area to a vital ASAP program.

Drivers are licensed and vehicles are registered by the State. The principal purpose of the two functions appears to be identification of the driver and vehicle, respectively. Some counties and cities also require vehicle registration but this is normally only a revenue raising function.

The procedures for obtaining a driver's license in practically all States require the applicant to demonstrate his ability to drive safely by passing a series of tests. If he fails one of the tests he is given a re-examination at a later date. Normally the tests will consist of:

- A written test to determine the applicant's knowledge of traffic rules such as speed limits, use of turn signals, right of way, meaning of warning signs, and rules for passing, and vehicle characteristics such as braking distance, or use of lights.
- A driving test in which the applicant demonstrates his ability to apply his knowledge of the rules.
- A physical examination usually limited to visual, hearing and maybe reaction time tests.

The applicant may also be required to fill out a personal questionnaire regarding his medical history which is intended to bring to light any physical condition which would justify a rejection of his application.

In the opinion of those who have studied the State licensing systems, few people who want a license are denied one. They may have to take corrective training, or be re-examined, but in the majority of cases the license is eventually issued.

Although in 1968, 48 states required periodic license renewal, only 22 required re-examination for all drivers and 39 required re-examination for those persons who had had their licenses revoked. During the renewal the applicant's record of traffic violations and accident involvement may be examined. Attendance at a driver improvement course may be made a requisite for renewal based on the applicant's record.[1]

The ASAP project director should work with the existing licensing organization in his State to implement a countermeasure activity which will restrict the driving of problem drinkers. Establishment of a licensing countermeasure that would remove all problem drinking-drivers from the road is probably not practicable. One restraint is the difficulty in identifying all problem drinkers. A second factor is that the attitude of the American people toward an adult's right to drive is practically in the same category as free speech, or free press. Being permitted to drive a car is an important part of the American way of life. The decline of public transportation and the layout of our cities is such that for all practical purposes use of a car is considered a necessity. For this reason courts and other agencies are reluctant to deprive a person of the right to drive. This reluctance is apt to generate passive resistance against establishing a strict licensing countermeasure, that is, one which would deny licenses to most problem drinkers. Therefore the objective of the licensing countermeasure should be to identify as many problem drinkers as possible and to curtail their driving to the maximum possible extent.

---

[1] Spindle Top Research, Inc. *Driver Licensing and Performance—Survey of State Practices*, Report #224, Section IV, Vol. II, 1 Oct. 1968.

Ideally the driver licensing and vehicle registration countermeasure would prevent the problem drinker from obtaining a driver's license. This countermeasure must be supplemented by law enforcement and judicial countermeasures which would deter a person from driving without a valid license. The foundation of such a licensing countermeasure is an up-to-date record of a person's driving and alcoholic history which would identify the problem drinker to the licensing agencies when he applies for a driver's license or for license renewal. The agency would base its decision to grant or not to grant the license on the data in the file. A medical advisory board would be available to assist in evaluating the information in the file in borderline cases.

The National Highway Safety Program Standard 4.4.5 (Driver Licensing) recommends the establishment of a licensing procedure which generally includes the restrictions desired in this countermeasure. Briefly, this standard calls for:

- Only one license per driver
- Operational, physical and mental examinations
- Re-examination every four years
- An accessible and up-to-date record of a driver's record on renewal
- Medical evaluation of applicants
- Access to a medical advisory group
- Periodic evaluation of the extent to which driving without a license occurs
- A driver improvement program

Volume 5 of the Highway Safety Program Manual amplifies the driver licensing standard. The manual states the need for medical reports to be included in the driver's records. It also suggests that each State participate in the National Driver Register. This Register is administered by the Federal Highway Administration of the Department of Transportation and lists drivers whose licenses have been revoked, suspended or withdrawn and the reasons therefore, as reported by individual States.

States can obtain this information on license applicants or arrested drivers by identifying the individual to the National Driver Register. Name, social security number and place of birth should be provided for identification. The report will be mailed within 24 hours.

A data processing system at the state level is suggested to provide ready access to the records. Usefulness of the driver record is not limited to the licensing countermeasure; it can also be made available to the courts for use in determining the sentence of an individual found guilty of a related offense.

It is not likely that any one State will have a licensing procedure that meets the standard in all respects. As of a year ago, for instance, only 32 of the 50 States had provisions for a Board of Medical Advisors for the Motor Vehicle Department. Here are some other important shortcomings that the project director may find in his locality:

- Records are available, but not in a central file or accessible file. Traffic court records may not show DWI convictions which may be tried by higher courts. Further DWI indictments may have been reduced to reckless driving charges to ease the load on the courts and obtain a faster conviction. The traffic court record then may not show an alcohol related offense.
- The fact that a man may have been convicted of a non-driving alcohol offense will not be a part of the traffic court record and is not likely to be normally available to the licensing agency.
- Medical records of alcohol-related treatments are probably not in a central file and may not be complete. Those in a doctor's office or hospital are probably more complete than those in treatment centers like rest homes. Actually there is probably no requirement for them to maintain the file or to furnish the data.

Method of Approach

The project director's first task in establishing this countermeasure will be to obtain access to some type of data file. He should be able to utilize the existing State licensing agency and their files. Most States have driver identification data, traffic violation records, and accident involvement records already on file. The project director will then have to obtain the alcohol-related history of problem drinkers from courts, police, medical/mental and welfare agencies and arrange to have this history included in the State license record file of those who have been issued drivers' licenses.

The driver's record should ideally contain the following:

- Applications for his initial license and renewals
- Mental and physical test results on initial application and renewal
- Action taken by the licensing agency in each case
- Traffic violations and resulting court action
- Accident reports, their analysis, and the results of the analysis
- Driver improvement training ordered
- Administrative or other license suspension or revocations
- Court record for non-traffic related offenses
- Welfare records in alcohol-related cases
- Treatment reports for conditions which would adversely affect driving ability—to include alcoholism, narcotic addiction, epilepsy, or mental illness. These reports should be accompanied by a statement from an established medical advisory group stating its opinion on the driver's ability to drive.

The project driector should review the requirements for recording data to assure that traffic violations, court records and accident reports state whether or not the driver had been drinking and how much. If at all possible a BAC test result should be included.

If the State will not allow the project director to include the alcohol history in their file, then the project director should consider setting up a file on problem drinkers by some other means. He could obtain the history on problem drinkers from courts, medical/mental treatment facilities, and social agencies, and the problem drinkers' driving and accident history from the State. The file could also be used for evaluation aspects and as mentioned earlier, by the courts in pre-sentencing investigations. Unless the State licensing agencies will use the alcoholic data in deciding whether or not to issue a license the project director will probably not have a very effective licensing countermeasure. He may, however, be able to make use of information obtained in evaluation that can be used for public education and eventually bring public opinion to bear on restricting the problem drinker's driving privileges.

Assuming, however, that the State will go along with the project director's desires, the record file would then be maintained at the State level, enabling the project director to request and obtain such data as he needs. Information in the file will come from the State, county and community law enforcement groups as well as courts. The project director will have to persuade the State officials to coordinate the data gathering from counties and communities other than his own. His goals will be to establish uniform procedures for obtaining data for the reports and a uniform reporting format for his State. The project director should also persuade his State officials to execute interstate agreements to exchange information on accidents and court actions that occur in other States. He should recommend that his State participate in the National Driver Register.

The project director will also have to make sure that data on problem drinkers is provided from welfare agencies and medical treatment centers. This data will also have to come from communities and counties other than that of the project director.

Each project director will have to use a different method of operation to establish the data file. General guidelines are prescribed below:

- Establish a working relationship with community and State leaders involved in the ASAP. The members of the Alcoholic Safety Advisory Committee can help the project director do this.
- Determine what data is needed. The highway safety program manual, local licensing authorities, community health service, community social service agencies, and local police and judicial groups can assist. The list in the earlier part of this section is an indication.
- Utilizing the same sources, find out what data can be made available and what has to be done to get the additional data.
- Consult with county and State level officials to refine the information gathered locally.

- Discuss the feasibility of establishing and utilizing the record file with State licensing officials. An introduction to the State officials should come from the local city manager, mayor, Governor's Highway Safety Representative or similar official. Members of the State legislature may give assistance here. The program should be a popular one and the legislators may be interested in sponsorship.
- The concept of establishing and using the data file to control the issue of drivers' licenses should be established early.

The next step in establishing the licensing countermeasure is the design of the data file which will include:

- The file itself
- Updating system
- Retrieval system
- The processor
- The communication links

Ideally, there should be an interrogator and output device in each licensing office. When an application for a driver's license is received, the file, which is centrally located, probably in the State capital, is interrogated remotely and transmits the applicant's driving and alcoholic history to the licensing office.

Each time that a driver is arrested and convicted of a traffic violation or is determined to be at fault in an accident, an entry is made by the arresting or investigating agency into his record which is in the file. A BAC must be a part of the entry. Further conviction by a court for a non-traffic-related offense but one involving alcohol becomes a part of the record.

Requirements are laid upon social service agencies, as well as medical and mental treatment offices, to make entries into the record for persons approaching them with alcohol-related problems. Entries could also be made from other cooperating groups.

Next the project director will have to work out the details of a data retrieval system. It would be ideal if he could afford to have a teletype in each licensing office and in court that could interrogate the file and receive the answers; however, this may be too expensive. It may be practicable to have a teletype in each community which could serve to update the file as well as interrogate and receive information. The input and using agencies would then communicate with the local teletype by telephone. The project director may find that telephone links to the file from all over the State will be less expensive.

The project director will also need to obtain processing services. Most States have some processing equipment in use, and the ASAP requirements can be taken care of on a time-sharing basis. On the other hand the project director may have to obtain the services from a commercial group.

The project director's best approach will be to estimate his requirements along these lines:

- Average number of license applicants
- Average number of traffic court cases
- Average number of alcohol-related, non-traffic cases

- Average number of alcohol medical and mental treatments
- Number of licensed drivers

With the above estimates in hand, he should discuss his objective with local or State operators of the data processing systems in existence. They will readily give him an estimate of the data processing services and equipment, including input, output and retrieval sub-systems that he needs, and what it will cost.

With this information the project director can either make arrangements for using existing facilities or contract for additional ones.

Restricted Licenses. Establishment of the file, the updating and retrieval procedures will allow licensing agencies to obtain information on each applicant's driving and alcohol history and issue (or refuse) a driver's license accordingly.

The project director should consider the practicability of issuing a restricted license; that is, establish a system whereby a problem drinker's license would not be valid at certain times.

As an example, statistics show that alcohol-related accidents are more prevalent at night and on weekends. Perhaps a problem drinker's license could show that it is only good from 6 a.m. to 6 p.m. on week days when he has to be at work. The hours of validity might be adjusted so long as the licensee could show why he must drive at this time. A stiff penalty should result from a violation. Such a countermeasure may not be 100% effective, but it probably would be better than a countermeasure which the authorities are reluctant to enforce.

Dual Licenses. In some cases a driver will not be required to turn in his old license from another State when he moves to a new State. Some of these older licenses have no expiration date. The project director should recommend that the licensing agencies require applicants who have recently become residents of the State to forfeit their old licenses.

As a further restriction the project director should recommend that law enforcement officers, in an arrest or accident interrogation, check to see that the State of registration of the vehicle is the same State that issued the driver's license. In most cases it should be. In the exceptions there should be an easily explained reason—temporary rented or borrowed car is the most likely, for which the veracity of the driver's claim is easily checked by a telephone call.

Registration

This section also covers registration as a countermeasure. About the only thing that can be done in this area is to have an identification of the problem drinker on his license plate so that the police can keep his car under surveillance. Because of the availability of rental cars the practicability of enforcing this countermeasure is questioned. Means of identifying driver's licenses could provide some degree of control over car rentals to problem drinker-drivers with a history of drinking-driving offenses.

Public Information and Education

The Role of Public Information and Education in the ASAP

While the enforcement agencies will be charged with apprehending the DWI violator, and the courts are responsible for such further follow-up action as deemed appropriate after guilt has been established, it is the hope that in the long run the number of DWI violations will be reduced through voluntary changes in attitudes, customs, and life styles among actual and potential drinking-drivers. Such change can be effected, but requires careful planning and a fairly lengthy time period. Campaigns to prevent forest fires (Smokey the Bear), fasten safety belts, stop cigarette smoking, reduce pollution, and beautify America, did not rely on a one-time presentation to appeal to the public. Any measurable success was recorded only after "hammering away" at a selected message.

The NHTSA wishes to supercede the long-standing dictum, "If you drive, don't drink," by a clear understanding by the public of the meaning of blood alcohol concentration (BAC), how it is determined, and the method for determining the amount of alcohol that individuals can safely consume with relatively little impairment. A second objective is to encourage the general public to support official programs to identify problem drinkers who drive on the nation's highways and cause nearly 30,000 deaths a year.

Current National Efforts

The NHTSA, in addition to heading up a national public information and education campaign to include specially prepared films, broadcast messages, brochures, ads, and so forth, is also able to provide individual assistance and materials directly to the ASAP project directors for incorporation in their local efforts.

These national efforts from both the public and private sector represent the combined talents from many professional areas—medicine, psychology, education, graphic arts—to name a few. The ASAP project director will be well advised to inquire about current and future efforts in order to supplement his own countermeasure activity and avoid unnecessary duplication.

In using materials developed elsewhere, the project director should be selective and make modifications in accordance with local considerations and resources for dissemination. Based on community profile and the local ASAP countermeasure design, the project director should identify particular target groups at which to aim specific types of information. Examples of specific groups are as follows:

- General Public—Effects of alcohol on performance. Number of highway fatalities involving alcohol. The use of BAC as a guide to personal danger risks.
- Young Drivers—Inexperience in driving coupled with inexperience in drinking is an especially dangerous combination.
- Medical Patients—Persons taking medicines and tranquilizers may be particularly susceptible to the effects of alcohol.
- Physicians—The treatment of alcoholism as a disease is an important challenge to the field of medicine and a necessary goal for the changing of individual drinking habits.
- Law Enforcement Officers—Despite previous difficulties in assuring convictions of DWI offenders, the objective evidence available through chemical tests has simplified the policeman's task of obtaining evidence and providing testimony. His activity is a key element in the "case finding" system.
- Court Personnel (Judges, Jurors, State Attorneys, Probation and Parole Officer)—Problem drinking can be controlled through court procedures designed to: (1) identify those DWI defendants who are problem drinkers, and (2) provide treatment in lieu of fines and jail sentences.
- Voters, Interest Groups, Legislators—New legislation, revised laws or changes in local systems used to identify and take action in cases affecting problem drinker-drivers are often the key to needed social change. Legislative standards in all areas of traffic safety have been developed by NHTSA. They should be reviewed and used to serve as models throughout the country.

The Mass Media

The project director cannot be expected to be a public information specialist. Nevertheless, while other countermeasure areas are represented by agencies already staffed with technical experts, there will be no organization as such to carry out a local information and education program. He may choose to let a subcontract to an advertising agency or employ a staff coordinator who would be especially qualified for such responsibilities, but in any event the project director will need some knowledge of how to work with the communications media.

It must be remembered first of all that the media are commercial, profit-oriented enterprises. Everything they present to their public is first evaluated for its likelihood of attracting advertisers, an audience, or subscribers. Routine lackluster accounts will easily lose out to the human interest release. While public service time is available, it is also extremely limited and the competition is keen among interest groups. Thus, the best and perhaps only means of assuring ASAP news coverage is by providing quality material for release. Occasionally media representatives are happy to cooperate in discussing ideas for special news features but cannot be expected to assist in development of routine publicity.

A proven method for getting a message across to the general public is the spot announcement at intervals over a period of time. Spot announcements are quite short, normally 10 seconds (12-15 words), 30 seconds (70-80 words), and 60 seconds (145-160 words). They are most effective when they quickly get the listener's attention, present a quick message, and then tell the listener to do something.

The project director should not overlook the opportunity, however, for longer periods of air time. By requesting time on a local program such as a talk-interview show, much more detail can be presented regarding the various aspects of the ASAP program. Television stations might also be willing to show a film during a 30-minute time segment.

In working with the media it will be helpful to become personally acquainted with individual representatives and in turn provide them with the opportunity to become familiar with the ASAP organization. Generally, for release of news items, the ASAP project director should contact the city editor of newspapers and the news editor for broadcasting. Public service time and announcements are normally under the purview of the promotion director of the television or radio station.

The project director should find out what can be done to facilitate mutual interests. Information should be obtained regarding preferences in preparation of press releases—format, pictures and other graphic materials, captions, and established deadlines. It should be remembered that all of the media want to be first with a good story and will not take kindly to preferential release of material to one and not another. Releases should be made to all the media simultaneously. While TV and radio have the built-in capability for getting news to the public faster than the printed media, newspaper editors will appreciate receiving releases in time for an early edition. Adjustments in release time may also be necessary in order to compensate for the different deadlines of morning and afternoon newspapers. Weekly newspapers probably will not be interested in printing an item that appeared several days earlier in a daily publication. Most weeklies are oriented to a more narrow geographical area or interest group. It may well be a waste of time to submit releases which are not relevant to their basic slant.

Schools and Alcohol Education

A recent survey by the National Safety Council indicates that 42 States have laws requiring that students be taught "facts" about alcohol. This may be accomplished in driver education, health, biology, social studies, or any other likely class. The actual "facts" taught and the time devoted to their teaching, however, vary from State to State, as well as within the State and among individual teachers. The NSC study also found that none of the State curriculum guides contained up-to-date findings on the effects of various amounts of alcohol on driving.

The project director is advised to check with his State Department of Education to determine what curriculum guidelines have been established at the State level, then proceed to the local school level, and as time and opportunity allow, develop agreements with principals or department heads, or both, at the individual schools. Guides for alcohol education in the schools are being prepared by NHTSA, and the project director should become familiar with them, and discuss their use with the local educators.

Private schools should also be contacted. Commerical driving schools in the community may welcome educational materials on alcohol and driving and appreciate the opportunity to know about the ASAP program first-hand.

Relevance to Other ASAP Functions

Public information and education countermeasures have two main goals. The first is to inform people about alcohol and highway safety, and the second is to enlist support for the program objectives.

Initial support for the ASAP, of course, is already existent, or the program would never have been initiated by and for the community. Yet, the great majority of the public while generally agreeing that something should be done, are for the most part apathetic and reluctant to support any legislation which might restrict their drinking and driving. They feel this would threaten the majority for the indiscretions of a few. This attitude prevails among police, judges, prosecuting attorneys, jurors, and legislators, as well as the general public, and is so strong that effective controls are constantly prevented. Chances for real progress will be small until attitudes can be changed. Getting the ASAP message to the public is vital in the process of attitude change. Success will be recognized by the increase in public pressure for enforcement of current laws and enactment of new legislation providing facilities, manpower, and statutes comparable to the task. The success of the ASAP legislative countermeasures as well as the ASAP implementation plan will in large measure be determined by the manner in which the information and education campaign is managed.

4

DETAILED REPORTING AND PLANNING

This chapter covers the purpose, format, content, of the detailed project plan and development of formal reports that the project director is required to submit on a regular basis to the NHTSA. These reports will keep the NHTSA advised on the project, on the progress in the development of individual countermeasures and effectiveness of the countermeasures toward achieving the project's objectives. The detailed project plan will explain to the NHTSA how the project will be conducted and how the countermeasures will be established and evaluated.

Reporting Requirements

The National Highway Traffic Safety Administration has set up formal reporting requirements that are made in a regular time sequence. Other informal reports should be submitted on an informal basis as needed at meetings, trip reports, and in telephone conversations and correspondence. As a rule significant information in the informal reports will be included in the formal reports. Specific formal requirements include:

First Report. Three months after contract award, the project director will submit the first report describing the activities that have taken place so far.

Detailed Project Plan. Five and a half months after contract award, the project director will submit a Detailed Project Plan to NHTSA describing how the project will be conducted and how the countermeasures will be established and evaluated.

Quarterly Reports. At the end of the third and subsequent quarters, the project director will submit quarterly reports showing how the actual project schedule, cost, and countermeasure activity compare with those planned.

Annual Report. An annual report will be submitted in lieu of the quarterly report at the end of the 4th quarter of each full calendar year that the project is in operation. It will contain the 4th quarter information plus a detailed analysis and evaluation of the year's activities.

Final Report. A final report summarizing the entire project accomplishments and evaluative interpretations is submitted when the project is concluded.

The First Report

There is no prescribed format for the first report. It should be brief and describe the early progress in development of the detailed project plan, the initiation of countermeasures, and the establishment of evaluation procedures.

The Detailed Project Plan

Planning Requirements

Each ASAP contractor will be required to prepare a detailed project plan and submit it to NHTSA not later than 5 1/2 months after contract award. The plan will show for all project activities conducted—from contract award to contract termination—expected performance, planned schedule, and budgeted cost. Approval of the plan by NHTSA will constitute authority for continuation of the project. The detailed project plan has five major purposes:

- It provides NHTSA with a step-by-step description of the contractor's program for conducting the ASAP Project. The plan as approved by NHTSA becomes the updated contract work statement.
- It serves as a road map for the project director and the participants to follow in achieving the project objective.
- It serves as a base for measuring the progress of establishing the sub-tasks that make up the project. The project director and participants will measure the progress that has been made and compare actual progress with planned progress. If all has gone well, then the actual progress should be at least equal to the planned progress.
- It serves as a base for evaluation of the project. For example, the plan will state what each countermeasure is expected to do and how it will be evaluated. In evaluation the effectiveness of each countermeasure will be measured. Again, if all goes according to plan the actual effectiveness of each countermeasure will be at least equal to that planned.
- It provides information to other agencies which have an interest in the ASAP program, but do not have a direct responsibility in establishing the countermeasures or in evaluating the effectiveness of the countermeasures.

The planning effort is a cooperative one involving the project director, the participating agencies, and members of the advisory board who will assist the project director in achieving the project objective.

The Systems Approach

In planning and managing an ASAP, the project director will need to use the systems approach, in order to properly integrate all of the complex aspects involved. He should consider the project as a whole system made up of several sub-systems which are related to and dependent upon each other. The project director must take these relationships and dependencies into consideration in order to maintain proper balance in the operations of the sub-systems.

One aspect of these dependencies is that the outputs of one sub-system are probably the inputs to one or more other sub-systems. For example, an overall project objective is to reduce the number of alcohol-related crashes. Law enforcement agencies will establish countermeasures that will result in more arrests of drivers who have been drinking; judicial countermeasures will be established to improve the ability of the courts to prosecute, try, and sentence problem drinkers in a more constructive and effective manner; a third countermeasure is to increase the use of treatment and rehabilitation in lieu of jail or a fine for problem drinkers. These three sets of countermeasures will have to be closely coordinated in order to have sufficient treatment centers to take care of the additional court output. The courts' capacities in turn will have to be enlarged to handle the greater number of arrested problem drinkers.

Another aspect of system relationships is to avoid redundancy in the supply of similar services to two or more of the sub-systems. For example, the courts and the licensing agencies would like to have an extensive driver record file which can be readily searched. Inputs to the file come from several different agencies, such as courts, police, welfare and social agencies. With proper coordination the contributing agencies would input the required data to a central file from which the information could be retrieved by any user on demand. Thus the needs of several sub-systems may be satisfied by a single service facility.

In line with avoiding redundancy, the effective establishment of some countermeasures will become dependent upon activities in other countermeasure activity areas or on other activities not specifically related to the project. For instance, if the licensing and records division of another agency takes the responsibility for the driver record file, then the courts countermeasure will be dependent on the agency that has that responsibility. The scheduling of sub-systems activities, therefore, must be coordinated so that support on which they are dependent is available when needed. If the support just cannot be made available, the sub-systems activity may have to be delayed, and this in turn may cause delays in other sub-systems. The project director, therefore, will have to look at all of the sub-systems and their interrelationships in order to make intelligent decisions which at first glance appear to affect only one sub-system.

In brief, the system approach requires the following:

- An analysis of each sub-system to:
    - ▲ Determine the inputs and outputs, their sources and destinations.
    - ▲ Determine services requirements and the best method of meeting them.
    - ▲ Determine interrelationships and dependences of the sub-system.
- Coordination of the results of the analyses.

Charting Techniques

There are a number of techniques that the project director can use for illustrating sub-system relationships which will assist him in making the analysis and in planning the project. Some of these are:

System Flow Chart—A system flow chart, Figure 4.1, depicts the sequence of operational activities of sub-systems as the people go through the ASAP system. The goal is rehabilitation of problem drinker-drivers. The driver of interest to the ASAP gets to the rehabilitation center voluntarily, or through the law enforcement and judicial countermeasure agencies, or by a friend's referral, prompted by the public information and education and the license record countermeasures.

Work Breakdown Structure—A work breakdown structure, Figure 4.2, is a pyramidal grouping of the tasks that make up the project. A task or activity whose responsibility is assigned to a single agency with a specific start date, finish date and cost is called a "work package." This term will be used in the remainder of this text.

The major work package "Complete the Project" is at the top of the pyramid or first level. The work packages which represent the major tasks that make up the project, "Establishing Countermeasures" in specific areas, and "Program Management," for instance, are just below the complete project work package and at the second level. The work packages representing the major tasks which sub-divide the second level work packages are at the third level, and so on. A typical third level work package is the establishment of a specific countermeasure.

As stated earlier, each work package must have a specific completion date, cost, and performance factor. In hardware it could be the completion of a sub-assembly—motor, pump, transmission, or amplifier.

Milestone Chart—A milestone chart, Figure 4.3, is a technique for illustrating the project schedule. The horizontal dimension represents time in months, and the vertical dimension is a list of work packages. A horizontal line at the height of a particular work package starts at a point equivalent to the predicted starting date of that work package and ends at a point equivalent to the predicted finish date. The list may be indented to indicate the level of each work package in the work breakdown structure. The work packages at lower levels are grouped together under their respective next upper level work package.

System Flow Chart

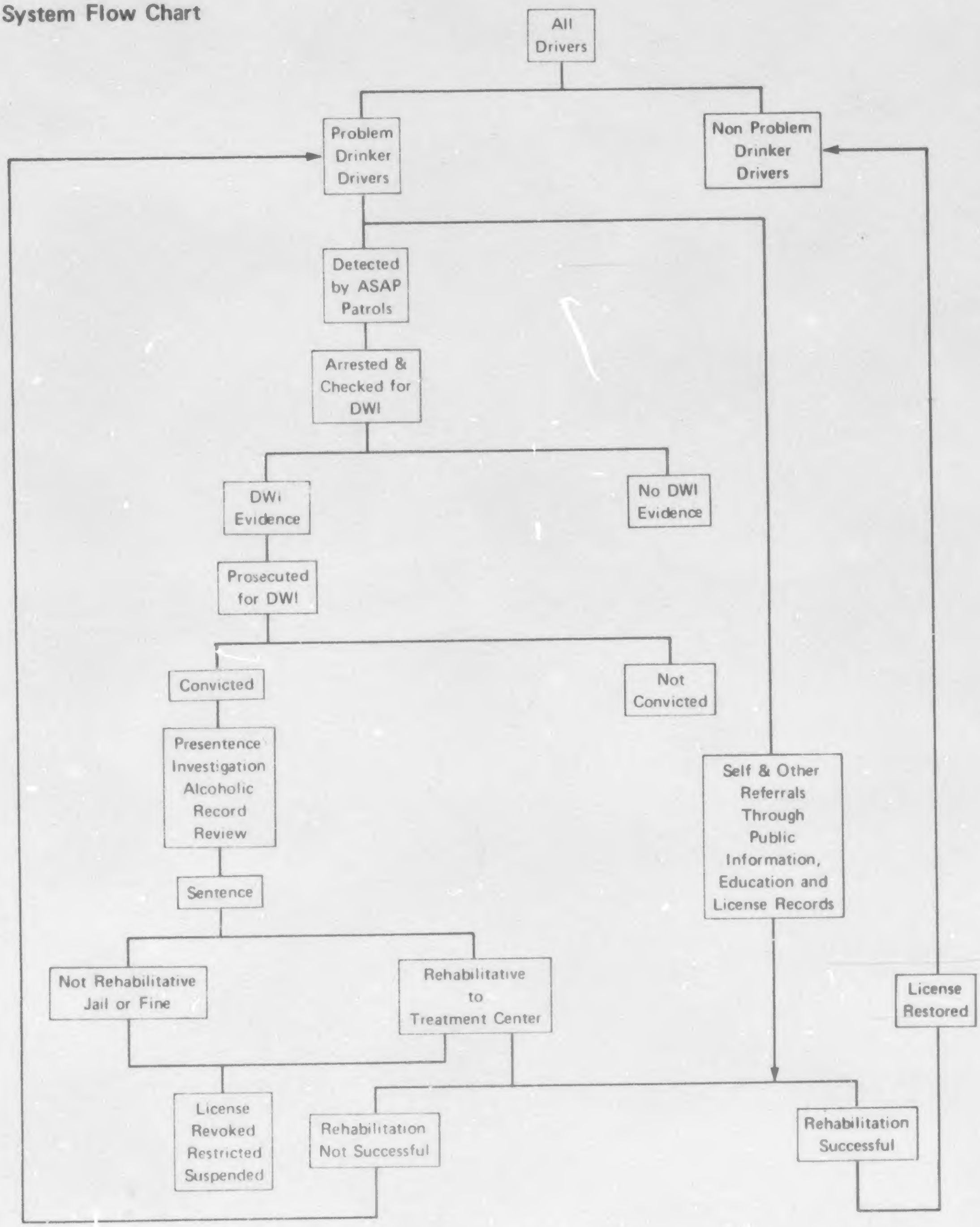

All Drivers
Problem Drinker Drivers
Non Problem Drinker Drivers
Detected by ASAP Patrols
Arrested & Checked for DWI
DWI Evidence
No DWI Evidence
Prosecuted for DWI
Convicted
Not Convicted
Presentence Investigation Alcoholic Record Review
Self & Other Referrals Through Public Information, Education and License Records
Sentence
Not Rehabilitative Jail or Fine
Rehabilitative to Treatment Center
License Restored
License Revoked Restricted Suspended
Rehabilitation Not Successful
Rehabilitation Successful

Figure 4.1

Work Breakdown Structure

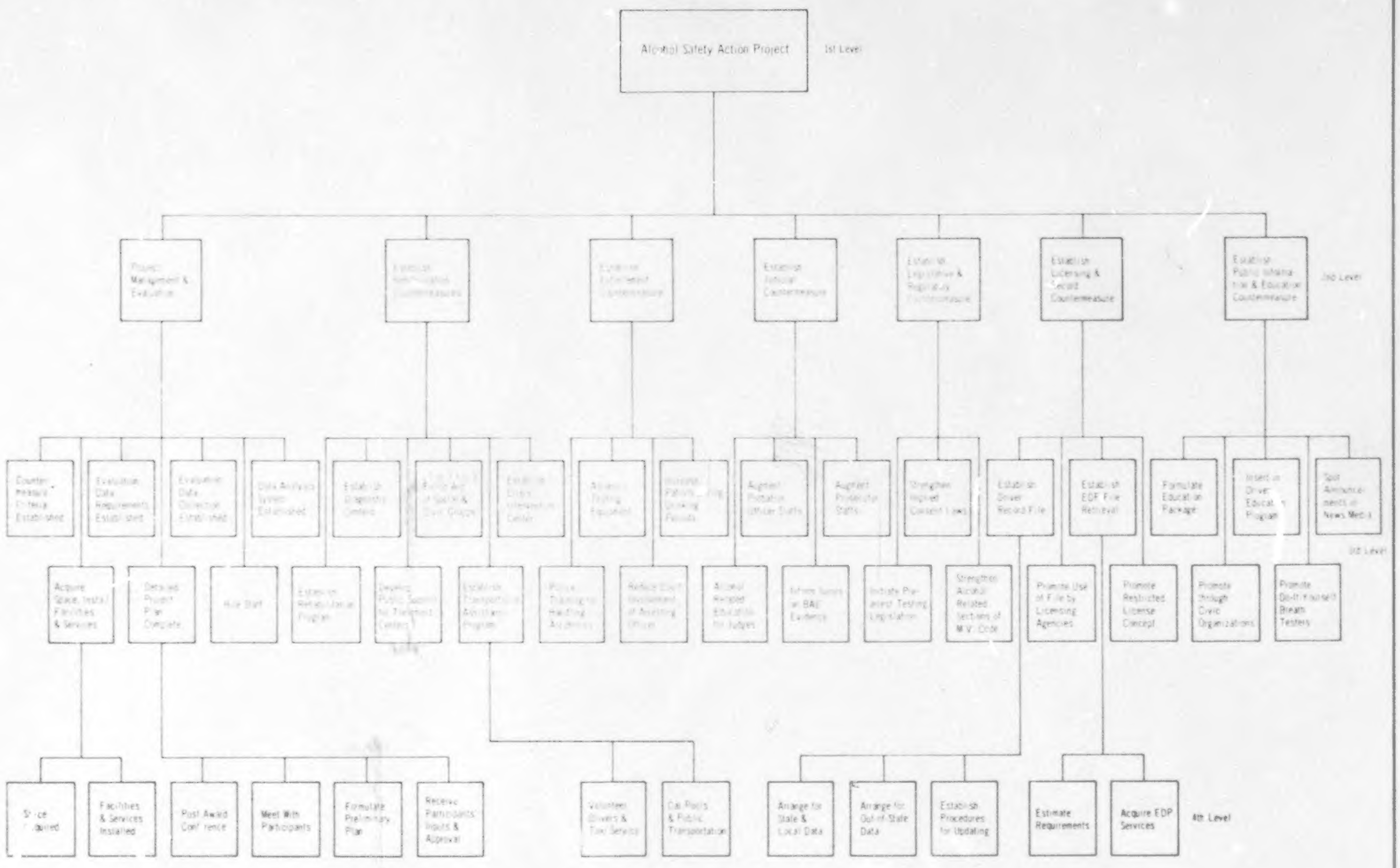
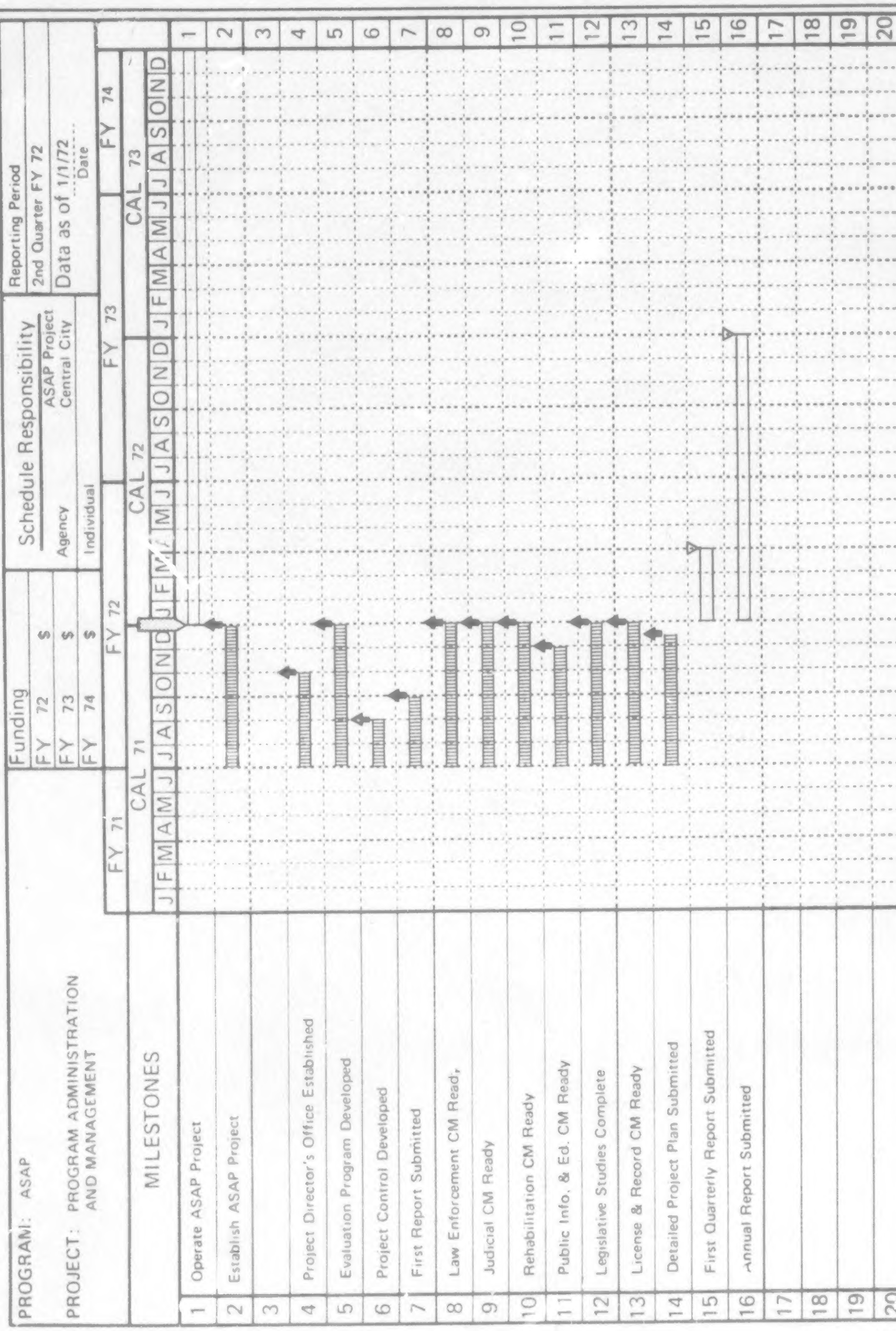

Alcohol Safety Action Project
1st Level
Project Management & Evaluation
Establish Rehabilitation Countermeasure
Establish Enforcement Countermeasure
Establish Judicial Countermeasure
Establish Legislative & Regulatory Countermeasure
Establish Licensing & Record Countermeasure
Establish Public Information & Education Countermeasure
2nd Level
Counter-measure Criteria Established
Evaluation Data Requirements Established
Evaluation Data Collection Established
Data Analysis System Established
Establish Diagnostic Centers
Public Aid of Social & Civic Groups
Establish Crisis Intervention Center
Advanced Testing Equipment
Increase Patrols During Drinking Periods
Augment Probation Officer Staffs
Augment Prosecutor Staffs
Strengthen Implied Consent Laws
Establish Driver Record File
Establish EDP File Retrieval
Formulate Education Package
Insert in Driver Education Program
Spot Announcements in News Media
3rd Level
Acquire Space, Install Facilities & Services
Detailed Project Plan Complete
Hire Staff
Establish Rehabilitation Program
Develop Public Support for Treatment Centers
Establish Transportation Assistance Program
Police Training for Handling Accidents
Reduce Court Involvement of Arresting Officer
Alcohol Related Education for Judges
Inform Judges on BAC Evidence
Initiate Pre-arrest Testing Legislation
Strengthen Alcohol Related Sections of M.V. Code
Promote Use of File by Licensing Agencies
Promote Restricted License Concept
Promote through Civic Organizations
Promote Do-It-Yourself Breath Testers
Space Acquired
Facilities & Services Installed
Post Award Conference
Meet With Participants
Formulate Preliminary Plan
Receive Participants' Inputs & Approval
Volunteer Drivers & Taxi Service
Car Pools & Public Transportation
Arrange for State & Local Data
Arrange for Out-of-State Data
Establish Procedures for Updating
Estimate Requirements
Acquire EDP Services
4th Level

Figure 4.2

The System Milestone Chart



NOTES: Milestone #1 is completed at the end of FY 1974
Milestones 15 & 16 repeat for the duration of the project

Figure 4.3

Milestone charts for the same project may show different levels of detail. Figure 4.3 is a summary chart and shows work packages from the entire project but only at the higher levels which would be of interest to NHTSA. The milestone chart in Figure 4.4 is a detailed chart of the "Increased Patrol Activity" element of the Law Enforcement Countermeasure and shows work packages at the lower levels that are of interest to the project director and the Law Enforcement Agency. Figure 4.5 is a key to the symbols.

Budget Illustrations—Costs are usually shown on a graph. Figure 4.6 illustrates the budgeted costs for establishing and operating a countermeasure. The lower solid line is the quarterly expenditures and obligations; the upper solid line is the cumulative expenditures and obligations. The arrow indicates actual obligations and expenditures as of the reporting date. Figure 4.7 illustrates the same data in tabular form. Figures 4.8 and 4.9 show quarterly and cumulative budgeted costs (in graphic and tabular form) for the overall ASAP project.

The system flow charts, the milestone charts, and the cost graphs for the system and the sub-systems will be a part of the plan. The work breakdown structure will be developed and used by the project director in developing the plan, but will not be submitted.

Detailed Plan Content

The detailed plan will explain what the project director intends to do to carry out the tenure of the contract. It will contain an executive summary of project activities for the use of higher management echelons. This section will be followed by a system description which describes how the total project will be established, operated, and evaluated. There will be a detailed description of each countermeasure element and how it will be established, operated, and evaluated. The plan will conclude with a description of the data system used for managing and evaluating the project and a description of the community in which the project is located.

The outline shown in Figure 4.10 will be used for the project plan.

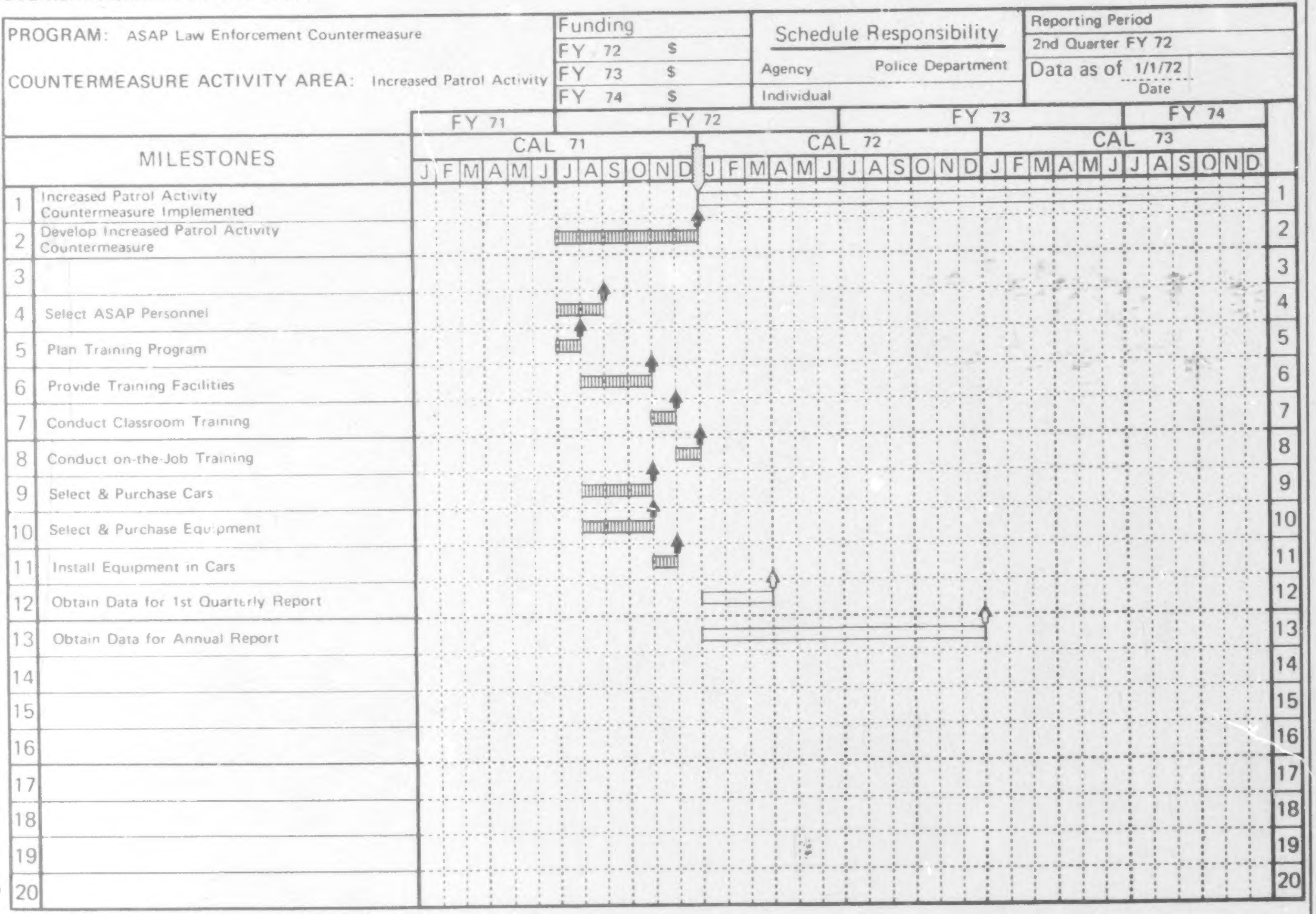
Description of Detailed Plan Content

Examples of the kind of material which should be considered and submitted as part of the detailed plan are shown below under the appropriate detailed plan outline headings:

Section I The Executive Summary

The executive summary is a brief of the project showing the more important details. Its purpose is to provide a readily accessible source of information for project activity, schedule, and cost. It should be written in such a way

Countermeasure Milestone Chart



PROGRAM: ASAP Law Enforcement Countermeasure

COUNTERMEASURE ACTIVITY AREA: Increased Patrol Activity

Funding	
FY 72	$
FY 73	$
FY 74	$

Schedule Responsibility

Agency: Police Department

Individual:

Reporting Period: 2nd Quarter FY 72

Data as of 1/1/72
Date

MILESTONES	
1	Increased Patrol Activity Countermeasure Implemented
2	Develop Increased Patrol Activity Countermeasure
3	
4	Select ASAP Personnel
5	Plan Training Program
6	Provide Training Facilities
7	Conduct Classroom Training
8	Conduct on-the-Job Training
9	Select & Purchase Cars
10	Select & Purchase Equipment
11	Install Equipment in Cars
12	Obtain Data for 1st Quarterly Report
13	Obtain Data for Annual Report
14	
15	
16	
17	
18	
19	
20	

NOTES: Milestone #1 will carry on through FY 1974

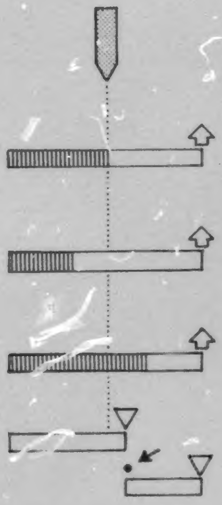
Milestones 12 & 13 repeat for the life of the project

Figure 4.4

Milestone Chart Symbols

Symbol Index

⇧	Key and controlled milestone – Scheduled Completion Date
⬆	Key and controlled milestone – Actual Completion Date
▽	Supporting milestone – Scheduled Completion Date
▼	Supporting milestone – Actual Completion Date
⇧ ▽ 1,2,3,4 1,2,3,4	Rescheduled milestones (1, 2, 3, etc.) – New Scheduled Completion Dates
E T	Periodic assessment of milestone progress – Estimated Completion Date (if different from scheduled)



"Time Now" – Schedule Report Date

Time Bar-Activity indicates "on schedule"

Time Bar-Activity indicates "behind schedule"

Time Bar-Activity indicates "ahead of schedule"

Time Bar-Activity constraint indicator (Dot)

Figure 4.5

Projected Rates of Expenditure—Increased Patrol Activity

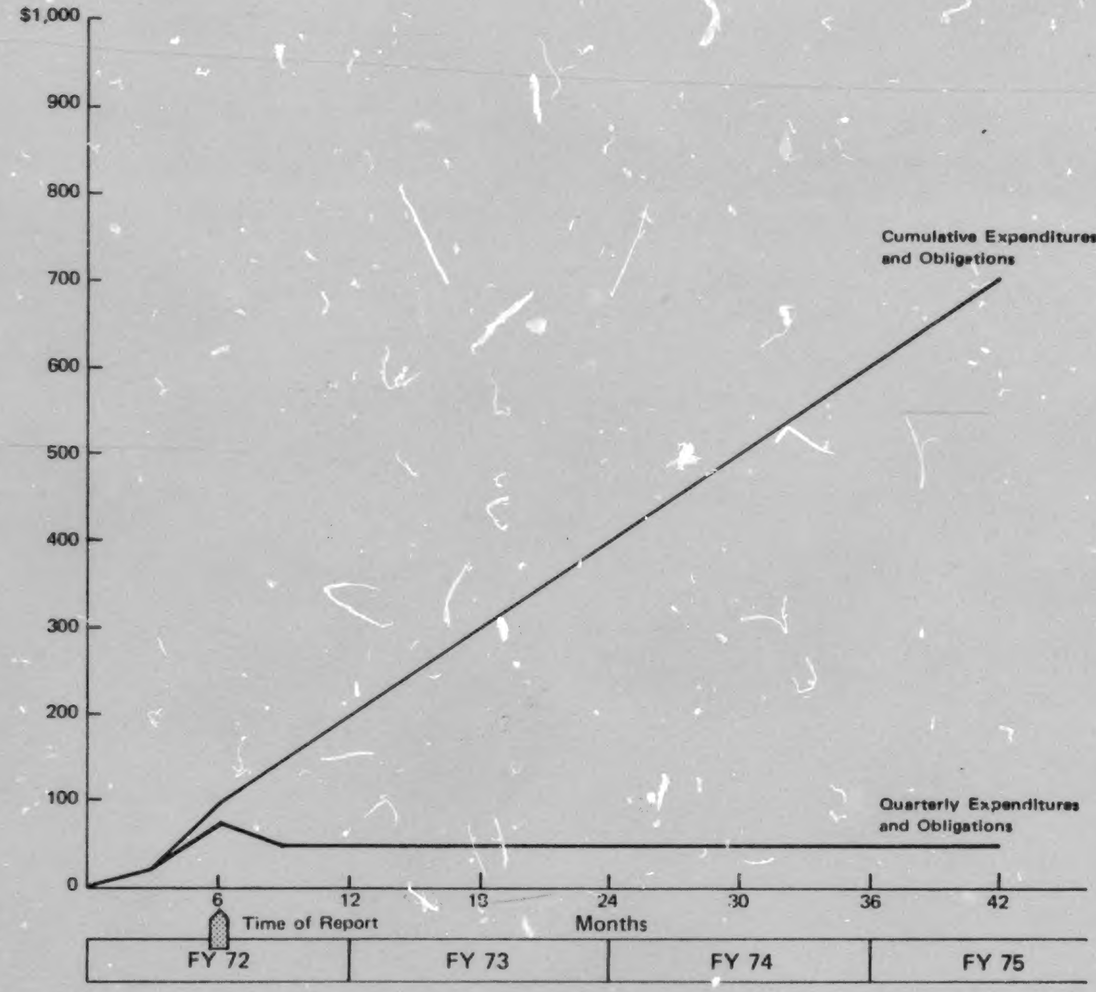


Figure 4.6

PROJECTED COUNTERMEASURE BUDGET

CENTRAL CITY, USA ALCOHOL SAFETY ACTION PROJECT						
INCREASED PATROL ACTIVITY—CENTRAL CITY POLICE DEPARTMENT						
COST ITEM	COST BASIS	CY 72	CY 73	CY 74	CY 75	TOTAL
Direct Labor Patrolmen	67,000 manhours @ $10 per man hr. (includes overhead costs)	$150,000	$208,000	$208,000	$104,000	$670,000
TOTAL		150,000	208,000	208,000	104,000	670,000
Equipment Upkeep and Operating Costs	2,750/year (10% of cost)	2,000	2,750	2,750	1,375	--
TOTAL		2,000	2,750	2,750	1,375	8,875
Equipment Patrol Cars	5 cars @ 4,500	22,500	--	--	--	22,500
Breath Analyzer	5 @ 1,000 each	5,000	--	--	--	5,000
TOTAL		27,500	--	--	--	27,500
Other Direct Costs Training, Police	10 police officers CY 72 1 per year thereafter @ 100 each	1,000	100	100	50	1,250
TOTAL		1,000	100	100	50	1,250
Total, Budget		180,500	210,850	210,850	105,425	707,625

Figure 4.7

Projected Total ASAP Rates of Expenditure

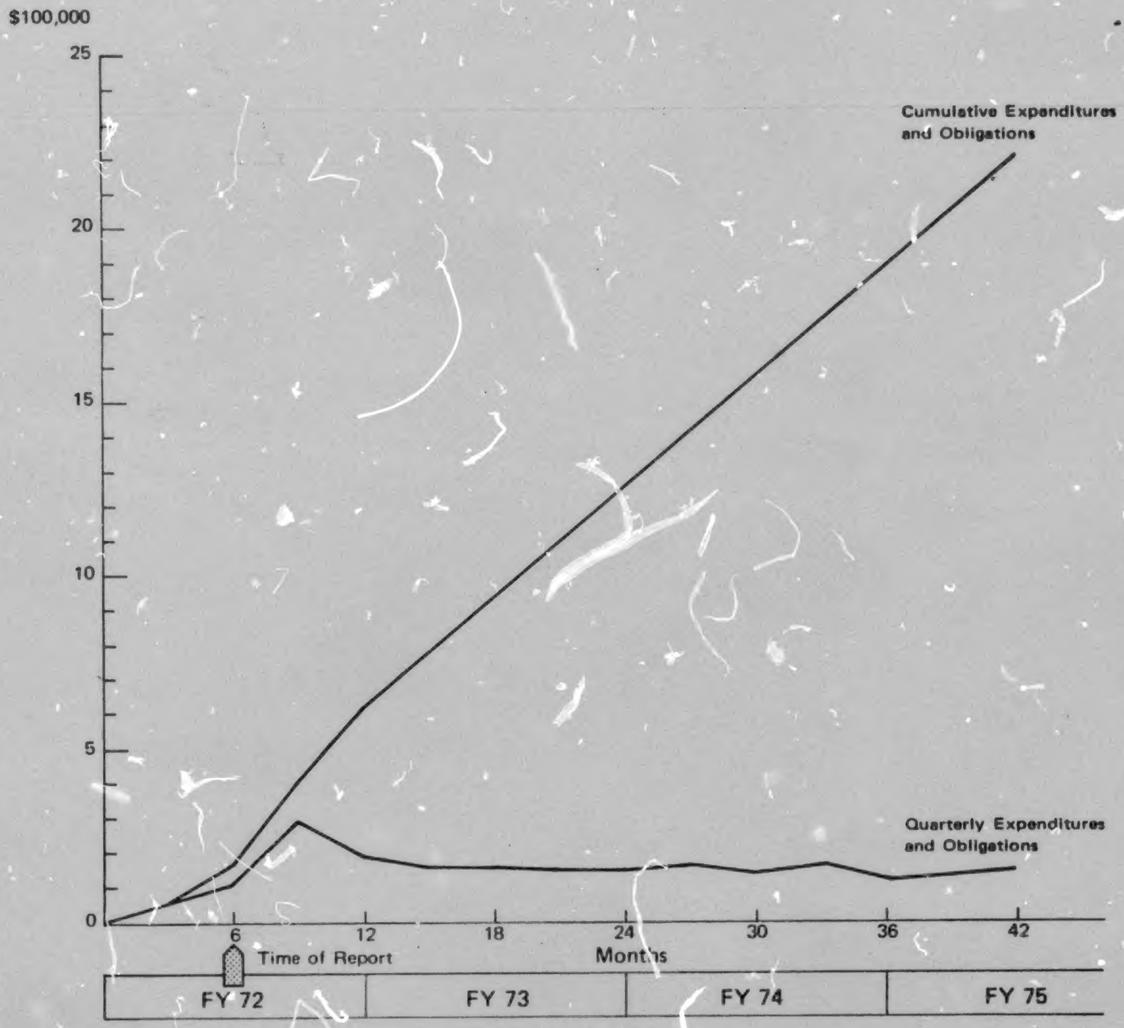


Figure 4.8

PROJECTED TOTAL ASAP BUDGET
For the period CY 72 through CY 75

CENTRAL CITY, USA ALCOHOL SAFETY ACTION PROJECT					
MAJOR AREA	CY 72	CY 73	CY 74	CY 75	TOTAL
PROJECT MANAGEMENT (Including Evaluation)	$124,250	$ 98,145	$124,640	$ 62,320	$409,355
COUNTERMEASURE AREAS					
REHABILITATION	84,500	95,390	98,780	49,390	328,060
ENFORCEMENT	180,500	210,850	210,850	105,425	707,625
JUDICIAL	116,050	114,120	117,890	58,600	406,660
LEGISLATIVE AND REGULATORY	35,000	15,000	--	5,000	55,000
LICENSING AND REGISTRATION	24,250	24,280	25,060	13,000	86,590
PUBLIC INFORMATION AND EDUCATION	61,550	44,875	41,250	21,000	168,675
TOTAL BUDGET	$643,757	$621,699	$638,876	$335,141	$2,239,473

Figure 4.9

Detailed Plan Outline

I The Executive Summary Chart
- Name of the project
- Contract number
- Prime contractors, i.e., office conducting the project
- Project Director
- Project Objective
- Countermeasure Data
  - Name of the countermeasure activity area
  - Name of the countermeasure
  - Initiation date of each countermeasure
  - Cost to establish and operate each countermeasure

II System Description
- Objective of the overall project
- Total ASAP system operational flow
  - Flow chart
  - Narrative description of the flow
- Evaluation of total project effectiveness
  - Ultimate measures of performance
  - Intermediate measures of performance
  - Source of data
  - Experimental design
  - Presentation of baseline data
- A system milestone chart of project initiation phase and operations phase activities
- Projected total ASAP rates of expenditure (Figure 4.8)
- Cumulative project expenditures and obligations to date

III Countermeasure Description
- For each countermeasure by countermeasure activity area:
  - Name of countermeasure
  - Responsible agency
  - Objective
  - Operating Description
    - What it does, how, by whom, when
    - Relationships with other countermeasures
  - Evaluation
    - Measures of performance
    - Source of Data
    - Experimental design
    - Presentation of baseline data
  - Description of tasks for countermeasure development
    - Tasks accomplished to date
    - Tasks to be performed
    - Milestone chart for the countermeasure
  - Budgetary information (Figure 4.6)
    - Proposed budget
    - Rate of expenditure
    - Expenditures and obligations to date

IV Data System Description
- Flow chart showing data flow from source to file to output
- Data inventory
- Description of facilities and personnel associated with data system
- Milestone chart for development of data system

V Community Description (Appendix B, ASAP Evaluation Manual)
- Presentation of community description data

Figure 4.10

that it can be detached from the main body of the detailed plan. A tabular format is suggested. An example is shown in Figure 4.11.

Section II System Description

The system description should describe the overall project in greater detail than the executive summary did. It is the type of description that the project director would present to participating agencies to show them how their activities fit into the overall project. It should show what the project is intended to do, how it will be developed, and how it will be evaluated.

Project Objective. The project objective should be stated as it appears in the proposal with subsequent modifications.

Total ASAP System Operational Flow. The statement of the objective should be followed by a description of the system operational flow. A flow chart similar to Figure 4.1 which was discussed earlier will assist in clarifying the description. The description should trace the individual's path through the ASAP system. It should refer to the specific countermeasures discussed in subsequent sections of the flow.

Evaluation of Total Project Effectiveness. The ASAP Evaluation Manual gives the detailed procedures for evaluating the total ASAP project. The detailed project plan will present a brief of the data to be collected, their source, and use as applied to the specific project. The following will be shown in detail.

- The ultimate measures of performance—when the effect measured is precisely the effect sought, such as a reduction in the number of alcohol-related highway fatalities and injuries.
- The intermediate measures of performance—when the relationship between effect sought and effect measured is not direct, such as the alcohol-related traffic conviction rate.
- The source of data.
- Experimental design—briefly, how the data collected will be used to evaluate countermeasure effectiveness in achieving the total project objectives.
- Presentation of baseline data—the data for the period prior to the onset of ASAP countermeasures that will be used for comparative purposes will be included.

A Milestone Chart of Total ASAP System Development Activities. A sample chart is shown in Figure 4.3.

Proposed Total Project Budget. This part should show the proposed project budget, actual expenditures to date, and the proposed rate of expenditure for the total system through the duration of the project.

Section III Countermeasure Description

The third section will describe in detail the individual countermeasures. All countermeasures elements should be grouped in their appropriate countermeasure activity areas, Enforcement, Judicial, Rehabilitation, Legislative and Regulatory, Licensing and Registration, Public Information and Education, Project Administration and Management.

Title and Objective. The Countermeasure Description should start with the title of the element, the agency responsible, and the objective of that element. This would be followed by an operating description.

Example of Executive Summary Chart

Name of the Project: Central City, Alcohol Safety Action Project

Contract Number: DOT ------

Prime Contractor: Central City Public Health Department
4719 Broadhurst Avenue
Central City
Any State 61676

Project Director: Mr. A.S. Apple
4719 Broadhurst Avenue
Central City
Any State 61676
(111) 234-5678

Project Objective: To reduce the frequency and severity of alcohol-related crashes in Central County.

Countermeasure Activity Areas and Countermeasures:

Countermeasure Activity Area	Countermeasure	*Initiation Date	Total Cost
Enforcement	Special DWI Training	1 xxx	$ xxxx
	Increased Patrol Activity	xxxxx	$ xxxx
	________	xxxxx	$ xxxx
	________	xxxxx	$ xxxx
			$ xxxxx
Judicial	________	xxxxx	$ xxxx
	________	xxxxx	$ xxxx
			$ xxxxx
Rehabilitation	________	xxxxx	$ xxxx
	________	xxxxx	$ xxxx
			$ xxxxx
Legislative and Regulatory	________	xxxxx	$ xxxx
	________	xxxxx	$ xxxx
			$ xxxxx
Licensing and Registration	________	xxxxx	$ xxxx
	________	xxxxx	$ xxxx
			$ xxxxx
Public Information and Education	________	xxxxx	$ xxxx
	________	xxxxx	$ xxxx
			$ xxxxx
**Program Administration and Management including evaluation	________	xxxxx	$ xxxx
	________	xxxxx	$ xxxx
			$ xxxxx

*The initiation date is the date on which work started and was charged to that countermeasure element.

**Program Administration and Management is a major work package against which charges are made. Though it is not a countermeasure its progress and status will be of interest to NHTSA.

Figure 4.11

Operating Description. The operating description should tell what is going to be done in this countermeasure element, who will do it, how it is going to be done, and where and when. If additional equipment is needed for the countermeasure, the operating description should explain its use and the facilities needed to maintain it. Also training that might be necessary for operating and maintaining the equipment should be covered. Relationship of this countermeasure element to others must be explained.

Evaluation Data. The evaluation discussion in this section should be addressed to each countermeasure element. A specific set of minimum reporting requirements will be stated later by NHTSA. Types of data desired for each countermeasure are similar to those for the overall system, i.e., measures of performance, source of data, experimental design, and presentation of baseline data.

Description of Activities for Countermeasure Development. The milestone chart in Figure 4.4 shows the activities and schedule for establishing this countermeasure element.

Budgetary Information. The proposed budget and planned rate of expenditure for establishing and operating a countermeasure element should be portrayed in detail. The quantity of effort including man-hours, equipment materials, etc., should be identified.

Figure 4.6 shows planned quarterly and cumulative expenditures for establishing and operating this countermeasure over the life of the project.

Section IV Data System Description

This section should include a detailed description of the complete data system for the ASAP total system and all countermeasures. The purpose of this section is to integrate the description of data sections 2 and 3 and to describe the procedures, equipment, and personnel involved in the data system. Data inventory is a description of each data file to be collected on the ASAP. Specific guidance for preparing the inventory will be provided by NHTSA.

Section V Community Description

A complete community description data section in accordance with the "General Community Description" section of Appendix B of the ASAP Evaluation Manual should be provided as an Appendix to the Detailed Project Plan.

Detailed Project Plan Development

There is no fixed procedure for developing a detailed project plan. There are, however, regardless of the specific procedures followed, four basic steps that need to be taken to accomplish the job. These are:

- Clarify contract details—Meet with the contract technical manager and contracting officer to determine precisely what the contractor must do, what assistance can be expected from NHTSA, and who in NHTSA will provide the assistance.

- Meet with participating agencies—Review the specific tasks assigned to each participating agency. Determine who in the agency is responsible for each task and make known his counterpart on the project director's staff.
- Develop a preliminary plan—The project director utilizes information from the contract, proposal, and the participating agencies to develop a preliminary detailed project plan.
- Review and approval of the detailed project plan—The project director reviews the preliminary plan with the participating agencies, works out necessary adjustments, and has the plan approved by the agencies' top management.

Quarterly Progress Report

Introduction

Beginning with the first quarter following the initiation of the contract, quarterly reports of the ASAP progress will be required by NHTSA. The report for the first quarter need only be a letter summary of project activities accomplished for that period. For the next succeeding quarter, the detailed plan will be submitted and will serve in lieu of a progress report.

After submission of the detailed project plan, quarterly reports will be required each quarter, with one exception—the annual report takes the place of the quarterly report for the final quarter of each calendar year.

The system and countermeasure milestone charts and cost graphs were discussed earlier. A suggested outline for the quarterly report is shown in Figure 4.12.

Quarterly Report Content

Overall ASAP System Progress. The quarterly report will have an updated total ASAP system milestone chart, Figure 4.3 is an example, accompanied by brief statements describing system progress as depicted in the chart. It will also have a graph showing actual versus planned expenditures for the total system. Figure 4.4 is an example, with brief statements as to the cause of deviations.

Evaluation data will be presented in accordance with Appendix C of the ASAP Evaluation Manual.

Quarterly data for Appendix H items should be compared with data from the prior quarter and the same quarters of the baseline period. The comparison

Quarterly Report Outline

- Overall ASAP System Progress
  - Presentation of updated total ASAP system milestone chart
  - Chart of total system expenditures to date (planned versus actual)
  - Presentation of project highlights
    - Significant progress
    - Problem areas
    - Changes in plans
  - Summary of performance indicators (see Appendix H)
    - Ultimate measures of performance
    - Intermediate measures of performance
    - Comparison of Appendix H items for current quarter with corresponding data from prior quarter and same quarters of baseline period
- Countermeasure Activity Area Progress (each area separately)
  - For each countermeasure
    - Presentation of countermeasure milestone chart
    - Chart of countermeasure expenditures to date (actual versus planned)
    - Presentation of countermeasure highlights
      - Significant progress
      - Problem areas
      - Changes in plans
  - Summary of performance indicators for countermeasure activity areas (see Appendix H)
    - Measures of performance
    - Comparison of Appendix H items for current quarter with corresponding data from prior quarter and same quarters of baseline period.
- Planned Accomplishments for Next Quarter, anticipated problems, if any, and their significance.

Figure 4.12

will include sufficient data from present quarter, previous quarter, and the same baseline quarters to substantiate the comparisons made. Do not repeat complete set of data for prior quarters.

Countermeasure Progress. A milestone chart will be submitted for each countermeasure element. It will be accompanied by brief statements regarding progress as depicted. Performance indicators required for each countermeasure will be specified later. They will be used for, among other things, determining the cost effectiveness of the various countermeasures. Therefore, indicators from which this type of information can be obtained will be required. Cost data must be directly relatable to countermeasure effort. Examples of performance indicators that might be required from an "Increased Patrol Activity" countermeasure are shown here.

Number alcohol-related arrests under motor vehicle code or local ordinance by category:

Number DWI, number DUIL, number impaired driving

Number alcohol-related, non-vehicle code arrests involving driving:
  Number Drunk and Disorderly arrests subsequent to a crash
Distribution of BAC by type of arrest e.g., DWI, Impaired
  a. Number and percentage of Implied Consent refusals
Distribution of alcohol-related arrests by time of day, day of week, month, year
Number and distribution of monthly patrol hours by time of day, day day of week
Number of AR arrests per monthly patrol hours
Number of patrol miles per month
Number of AR arrests per monthly patrol miles
Number of traffic contacts by month
Note: Traffic contact is defined to be any traffic stop, whether or not it results in an arrest. Exclude criminal complaint and crash investigations.
Number alcohol-related arrests per monthly traffic contacts.
Number DWI and Drunk and Disorderly arrests per total crashes investigated.
Distribution of alcohol-related arrests by demographic characteristics of defendant.

In order to make a meaningful determination of progress and countermeasure effectiveness, data for the reporting periods and for previous periods will be compared in order to show trends, that is how establishment of the countermeasures has aided in achievement of the project goals.

The procedure used in reporting quarterly comparison data for the countermeasure activity area progress, will be the same procedure as used for the overall ASAP system reporting. That is, the quarter being reported will be compared with the preceding quarter as well as the quarter or quarters of the baseline period corresponding to the period being reported upon.

Figure 4-13 explains the arrangement and placement of Appendix H data with the quarterly progress report.

Planned Accomplishments for Next Quarter. There will be a brief statement of the planned accomplishments for the next quarter, including anticipated problems, what the project director intends to do to resolve the problems and what NHTSA can do to help.

Annual Report and Final Report

More information will be provided on the content and requirements of the Annual Report and the Final Report at a later date.

Location of Appendix H Data in Overall Progress Reports

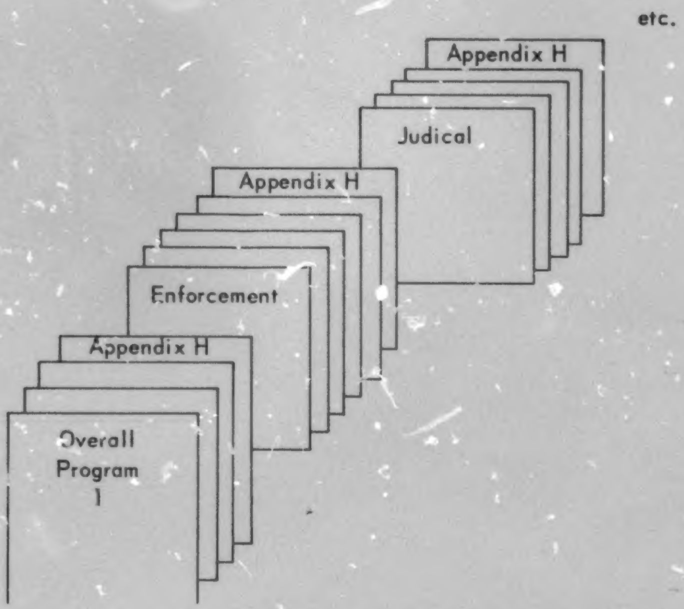

etc.
Appendix H
Judical
Appendix H
Enforcement
Appendix H
Overall
Program
1

Figure 4-13

5

PROJECT CONTROL

The project director controls the project based on information from the project plan and from the data system. The effectiveness of his control will be increased by having the participants prepare their respective parts of the plan and data system. This requires that orders and reports be channeled through the top management of the participants, that lines of communication be kept open between participants, and between participants and the project director, and that the project director make timely decisions.

Introduction

This chapter deals with procedures for the project director to follow to keep the actual progress of the project in accord with the plan.

There are two elements to project control. One is provided by the data system discussed in the previous chapter (Chapter 4). Through it the project director receives information on actual progress and compares it with planned progress; the second, the control system, is the procedure by which the project director reduces or eliminates deviations between actual and planned progress.

The Data System will provide the following for project control:

- A reporting system by which the participants report progress on their work packages.
- A system for analyzing the data in the reports to determine its effect on the overall project.
- A means of comparing and displaying actual versus planned progress.

The project director will forward some of the project control information concerning the development and operation of his project to NHTSA via the quarterly report discussed in Chapter 4.

The control system is primarily an effective communication channel from the project director to the personnel within the participating agencies who are doing the work. The channel must go through the top management of the participating agency.

The project control procedures should be developed concurrently with the plan. They should have inputs from the participants and be approved by the top management of participating agencies.

Project Control Elements

The Data System

This section will discuss the data that the project director will take from the project data system for the purpose of project control.

Data Available. There are two phases to the ASAP Project:

One occurs during the first six months after contract award. During this period the project director has three basic tasks:

- The first is to set up his office and staff (if he has not done so already).
- The second is to establish the countermeasures including evaluation procedures.
- The third is to develop and submit the detailed project plan.

During the second phase, that is, from the first six months to the end of the contract, the project director is concerned with continuing the operation of the countermeasures and collecting and analyzing evaluation data. Some countermeasure development effort may spill over into this phase but the major development effort is during phase one. Other countermeasures may be eliminated or changed as a result of the evaluation effort.

The work breakdown structure in Figure 4.2, the system milestone chart in Figure 4.3, the budget illustrations in Figure 4.6 with a table of individual costs, and the milestone charts for the countermeasure elements like Figure 4.4 show the tasks that need to be accomplished and their budgeted costs. The project director should have these charts developed as early as practicable and use them as a baseline. He should require reports from each participating agency as to how well that agency is adhering to the schedule and budget assigned.

Reporting Requirements. There are three considerations in requesting reports from the participants.

The reports should be timely. The basic purpose of the report is to tell the project director that some facet of the operation is not going according to plan and that the plan must be changed unless certain action is taken. If the report is received too late for the project director to take action, then the exercise was useless.

The reports should be simple and clear. If the report is so complex that a study is required to determine the meaning, it could well be misinterpreted or assimilated too late to take correct action.

The reporting system should utilize formats and channels which are already in use. The ASAP project will get better service from the participants if the reporting requirements can be tailored to utilize an extra copy of an existing report rather than a new report.

A method known as exception type reporting takes into account all of these considerations. It utilizes the "no news is good news" principle. Therefore if a work package was completed as planned, no report is made. If it was not completed as planned, a report is made as to the deviation and why and the effect of the deviation on that participant's other work packages.

Reporting Content. Some of the information that should be in the baseline tables and charts for each work package at the second and third level would include:

Estimated completion date
Budgeted Cost (for each reporting period)
  Cost of labor - patrolmen assigned, special probation officers, etc.
  Cost of Equipment - police cars, breath analyzers, etc.
  Equipment operating and maintenance costs
  Training costs
  Costs of services - EDP - Data links
  Administration, overhead, etc.
Performance - what is the countermeasure expected to do

The reports from the participants then would only mention those work packages in which there was a schedule, cost or performance deviation.

Reports Control. The reports control system is the set of rules covering reporting.

In order to provide an accurate picture of the project status, all reports should be on the same date—the normal closing date for the participants. It is reasonable to allow five working days from the close of the reporting period until the report is received by the project director. He then would be allowed, for example, five working days to analyze the report and send the results on to his supervisors.

The reports that are made by those participants who are working for the project director should go to the project director only. He and his staff will take care of distributing portions of the reports or analyzed information to the community offices, state offices and DOT as required. Some of the agencies above the project director may want raw data from the participants. The project director should act on such requests on a case basis. In general, if such data is to be used for an ASAP purpose, it should go through the project director.

The project director should have more than one report from participants on which to base his quarterly report. Therefore the reports should be made at least once every six weeks and perhaps monthly.

Special reports may be submitted whenever more immediate action is necessary. This could be in the form of a telephone call, by mail, a visit, or meeting.

Minutes of such meetings, trip reports and telephone conversation records should always be made and distributed to those who participated. The project director is always a recipient, whether he was a participant or not.

Finally a "tickler" file should be maintained in each agency and in the project director's office to assure that all regular reports are submitted, as required.

In summary a good management information system tells the project director what is wrong with the project in time to do something about it. How "to do something about it" will be discussed next.

A Control System

The control system is made up of the method that the project director uses to get the participants to perform their work packages in accordance with the plan. It necessitates basic management ability which the project director should have already. The two most important aspects are top-level management involvement and project coordination.

The project director has neither the time, the knowledge, or the authority to accomplish all the work packages laid out for the project. He must utilize the services of other agencies. These services include not only the work that must be done to accomplish the work packages but also the administration of the organization that is doing the work. The project director then must deal through the participants' top management, in order to make use of their efforts, which he is paying for anyway.

In planning the project work packages to be performed were assigned to participating agencies. The project director, in the planning phase, requested the participating agencies to provide him with a detailed plan which would show how each work package would be done. The detailed plans formulated by the participants who will execute them became the parts which made up the overall project plan. The project director must insist that the plans are approved by the participants' top management. There will be contacts between those doing the work and the project director or his staff to discuss details, but any orders or reports concerning schedule, cost or performance must go through the top management.

The second aspect is that of coordination. The project director's principal efforts will probably be expended in coordinating the efforts of the various participants.

Early in the program, about the time that the project plan is completed, the project director should determine which work packages are dependent on each other. Then he should get the participants who were involved together, establish a communication link and assure that the link is maintained.

The reporting system should provide for feeding information from one participant to other participants whose efforts are affected by work packages discussed in that report. Often this can be done by providing all participants with copies of the project director's reports to his supervisor and/or NHTSA.

In the overall area of project control, time is of the utmost importance. Late decisions are usually as bad as wrong decisions and are often more frustrating to those waiting for the decision. Therefore when a problem arises, the project director must determine the latest date by which he can make a decision on its solution. When time runs out, he must give the best decision available.

6

EVALUATION

This chapter is concerned with the position of the evaluator as a team member and the project director's responsibilities toward, and expectations from, the evaluator. ASAP evaluation requirements are also summarized in relation to the total NHTSA countermeasures program, and specific measures of effectiveness, which range from distinguishing the project's results from the results of other sources, to developing procedures for measuring design, sources, collection procedures, storage and retrieval, and analysis.

Introduction

Each project must develop a well-planned evaluation program to assess the effectiveness of the overall ASAP objectives and the individual countermeasures, and to provide the NHTSA with information needed at the national level. Tied inextricably to evaluation is the ultimate goal of the ASAP—to demonstrate the effectiveness of a comprehensive program of alcohol countermeasures in reducing alcohol-related highway crashes, fatalities, and injuries. It should be obvious that the ASAP will represent a complex and highly interrelated mixture of action elements.

All aspects, including evaluation, must be brought together by the project director (and *only* he can do it), into an integrated, well-managed operation. The project director must have sufficient knowledge of evaluation so as to be able to: (1) Select an evaluator to manage the project evaluation program. (2) Supervise the evaluator as a significant and integral part of the ASAP. (3) Manage the evaluation data requirements and needs, both of the project and as required by the NHTSA. The ASAP Evaluation Manual will provide the project director's "grounding" in the project evaluation requirements, procedures and essential ingredients.

NHTSA Data Requirements

NHTSA has several responsibilities which have data implications. These include:

- Documenting the relationship between drinking and traffic safety
- Evaluating the effectiveness of various approaches to the solution of the drinking-driving problem
- Generating public and legislative support for an effective attack on the drinking-driving problem
- Administering the various OAC programs

The kinds of data needed to fulfill these responsibilities are:

- Data describing drinking driving habits and attitudes and specific crash experiences
- Data describing OAC supported activities
- Data useful for evaluative purposes

More specifically, OAC intends to maintain a data system containing the following elements of interest to the ASAP's:

- National Fatality File
- National Public Education Data File
- ASAP Survey Data File
- ASAP National Management Data File
- ASAP Evaluation Information File

The National Fatality File is being developed by the NHTSA Research Institute. It will be implemented through a series of contracts between NHTSA and the individual States. Data from all States are expected to be collected starting on January 1, 1973. The data in the national file are planned to be compatible with the minimum set of data recommended for collection in Appendix B of the ASAP Evaluation Manual.

The national public education campaign is scheduled to be initiated in the fall of 1971. *The National Public Education Data File* will contain the data collected for evaluation of the national campaign. In addition, it will contain data on public information and attitudes collected in 1970 under contract to the Martin-Marietta Corporation.

The ASAP Survey Data File will contain the data collected by every ASAP in their roadside and public attitude and information surveys. These data should be reported to OAC as part of the next quarterly report submitted after implementation of a survey. The organization and use of the file will depend on the extent to which the ASAP's are able to employ a core set of questions and common sampling and data collection techniques. Data in this file will be correlated with the National Public Education Data File.

The ASAP National Management Data File will serve two major purposes: (1) it will provide a summary description of crash experience, and (2) it will describe the ASAP activities for purposes of OAC administration and response to information requests from DOT officials, the Congress and the general public. The data in this file will not be used either to evaluate the effectiveness of individual ASAP's or of types of countermeasures. This specification of data to be submitted quarterly appears in Appendix H and supercedes Appendix C of the ASAP Evaluation Manual.

The ASAP Evaluation Information File will be based on the data and analyses specified by and used by each ASAP to evaluate the effectiveness of its countermeasure set. The OAC specification for these evaluations is represented by the ASAP Evaluation Manual. The reporting requirements include: a presentation of the evaluation plan in the detailed project plan submitted after 5 1/2 months of the ASAP contract, an annual evaluation reported on the March 1 following the calender year encompassed by the evaluation, and a final evaluation reported at the end of the ASAP contract. This file will be used both to assess the effectiveness of each ASAP and to draw conclusions regarding the effectiveness of types of countermeasures.

Each ASAP will need to maintain three classes of data, namely:

- Evaluation data
- Local management data
- National management data

There may be a large degree of overlap among these three groups. However, it is only the National management data that is explicitly specified by OAC. The other two groups of data are the complete responsibility of each ASAP. In general, there is no need for the local management data to be reported to OAC except as needed to document ASAP problems or progress in the quarterly reports. A discussion of the non-data oriented ASAP reporting requirements is contained in Chapter 4.

The ASAP Evaluation Manual

The project director will probably become acquainted with the ASAP evaluation requirements, in large measure, by reading the written materials prepared by the NHTSA, designed exactly for that purpose. The concepts of evaluation as related to the unique aspects of each demonstration project and to the needs of the NHTSA for overall countermeasure evaluation on a national, and project comparison basis, are clearly and specifically presented. The manual has been developed for use by ASAP directors, evaluation and countermeasure personnel, the community advisory committees, Governors' Representatives, and other ASAP-involved personnel. Some of the more significant evaluation matters discussed in the manual are:

- The relationship of evaluation to the total NHTSA countermeasures program and the program elements of research and development, community alcohol safety action projects, programs funded under Section 402, public education campaigns, and manpower development. These elements of the countermeasures programs are highly interrelated with evaluation implications apparent throughout.
- The role of objectives and evaluation in the ASAP. Evaluation must be based upon a set of measures of effectiveness with at least one applying to

each of the stated objectives. In order to insure the relevance of the measures to the objectives, the purpose behind each objective of the program must be considered. Thus, project management must formulate specific, operational objectives for the ASAP activities. They must not only be clearly formulated and consistent with the NHTSA goals, but formulated in such a manner that their achievement may be tested over a period of time.

- General ASAP objectives are to:
    - ▲ Generate major impact and visibility to obtain public support within ASAP jurisdiction.
    - ▲ Reduce the incidence of alcohol-related crashes.
    - ▲ Undertake applied research necessary for countermeasure implementation.
    - ▲ Evaluate cost-effectiveness of specific countermeasures and countermeasure combinations.
    - ▲ Uncover and document problems involved in countermeasure implementation.
    - ▲ Document the extent of the drinking-driving problem.
    - ▲ Maintain an effective and efficient ASAP organization.
- Action and evaluation must both take place in the ASAP in priorities established by the project management. Certainly, without action, there can be no evaluation. Evaluation must be integrated as part of the total ASAP configuration so that both action and evaluation can be achieved.
- Total ASAP Evaluation Process Considerations. Planning for evaluation is essential, beginning with a determination of the project's objectives. Objectives will evolve from the planning process which should involve all aspects concerned with the project. The *means* for measuring the degree to which the project achieves its objective must be developed next. Included in the means must be the ability to distinguish the project's effort from those of outside forces by the use of appropriate *experimental designs*; as examples, both the relative differences between the ASAP and a control group (another non-ASAP area), and the before and after differences within the ASAP area itself. Once the means for measuring have been developed, specific *data* for each measure must be determined and collected. Finally, the data obtained must be assembled into *reports* to become part of the project director's management information system.
- Development of procedures for evaluation system implementation. The evaluation processes of identification of project objectives, performance measures, and experimental design, data sources and data to be collected, collection procedures and storage/retrieval system, analyses and output, are discussed in pertinent detail in the ASAP evaluation manual. Attention should also be directed to the budgeting and planning of the evaluation effort. The evaluator represents one of the project director's sources for input of budget and cost data and the planning related thereto.
- Two major procedures for obtaining data for ASAP evaluation are the attitude and information survey, and roadside interviews. The attitude and information surveys will generally be used to collect factual information

and as a device for assessing group attitudes. The roadside interview will employ a "roadblock" or other techniques to stop cars, and obtain information about the drivers and occupants. The project director should become familiar with these special evaluation techniques likely to be used at one time or another in each ASAP.

Selection of Evaluator

It is likely that some initial efforts to obtain an evaluator for the project will have been made by the time the project director is available. There may even be an evaluator already selected to do the job. In any case, it behooves the project director to become familiar with and to be aware of the community and State capabilities for performing the rather extensive and detailed evaluation tasks required. The most likely places to look would be private, non-profit or profit, research organizations and universities, with applicable experience and capability. Certainly, the Governor's Highway Safety Representative, the Contract Technical Manager, and the Managing Agency Chief, are among those who can be of assistance in providing leads to obtaining evaluation capabilities.

Supervising the Evaluator

No matter who is selected to be the project evaluator, it must be made clear his services are required on a full-time basis, and that the evaluator is a member of the project director's staff, whether on sub-contract or as an "in-house" staff member. It should be apparent that the project director is ultimately responsible for evaluation as part of his management functions, with the evaluator, in turn, responsible to the project director. The evaluator, as a member of the project staff, has specifically delegated responsibilities, and functions along with other staff members. And, as with other project aspects, the specific services or work to be performed, responsibility, schedule, and cost, need to be spelled out in detail, particularly when a sub-contract is involved.

The normal interactions of the project staff would include the evaluator on a par with the first echelon staff members. For example, one could foresee project director's staff meetings with the countermeasure representatives, the accounting representative, the administrative assistant, and the evaluator present. The point is that constant interaction and reactions will be necessary between the project director, his staff, and the evaluator and the countermeasure "action" activities throughout the duration of the project.

Managing the Evaluation Data

As emphasized, the evaluator works for the project director. The project director will be called upon to provide reports, not only to the NHTSA, but also to the managing agency, the Governor's Highway Representative, and others. The evaluation aspects and the evaluator as a source for providing much of the report data, will be a dominant reporting consideration of the project.

This is not to say that there will not be other important reporting areas such as the cost data provided by the servicing accounting office, and the countermeasure agencies reports of *their* estimate of progress and problems as presented, either in writing or orally to the project director. Nor will the project director delegate the responsibility for reporting. All reports emanating from the project will be the project director's responsibility, and in fact, he will probably sign most of them. The project director must establish the parameters within his data system to incorporate evaluation data, accounting data, and communications and reports from the countermeasure agencies, and outside ASAP activities, into a total system, and to prevent overlapping and duplicate reporting.

The project director should also lead the way in establishing a frank and informal relationship with the evaluator to facilitate the exchange of all the data necessary for proper evaluation. The openness and honesty of the working relationship between the project director and the evaluator will be of critical importance to the ASAP. Rules and guidelines must be clearly understood and appreciated by all project participants. Basic guidelines are:

- The project must be thoroughly evaluated.
- The project director is ultimately responsible for project evaluation and has considered this factor from the beginning of the project.
- The evaluator is a staff member delegated the major responsibility for project evaluation. He may also be assigned the duties for controlling all management information.
- Honesty and integrity in the flow and exchange of data and information between the project director, his staff, participating agencies and the evaluator is essential.
- The releasing "channel" for information to be distributed outside the ASAP is *always* through the project director.

7

IMPLEMENTATION

Planning for continuation of the program should be part of the ASAP from the beginning. The project director should consider the type of records system and staffing at the outset, and work throughout the project for community support. An effort should be made to keep legislators aware of the impact of particular countermeasures, and to keep the State and community cognizant of the need for an ASAP and of its value.

Introduction

The Alcohol Safety Countermeasures Program of the National Highway Traffic Safety Administration, as a developmental effort, seeks to determine the countermeasures which are most effective and worthy of continuation. The ASAP will serve as the testing ground for the various countermeasures in differing interrelationships, during the three year demonstration and action period of the project's Federal 403 funding. The project director must plan, throughout the project's effort, for the continuation of the ASAP, following termination of the contract with the NHTSA. This is called the "implementation phase" of the project, and the activities of most significance in achieving the goal of implementation are:

- Planning
- Generating Support
- Legislative Liaison
- ASAP and Countermeasure Effectiveness

Planning

Planning for the implementation of the project must be included from the beginning of the project. All of the initial efforts, for example, to build interest and support for the countermeasures concept, and the community ASAP, represents the beginning of the implementation planning. Another factor to consider is in the design of the countermeasure activities, thus, the project director must weigh, for instance, whether he should establish a separate and distinct records system, since none probably exists which will include all of the data desired, or whether he should attempt to build on an existing records system, with an eye toward the ease or difficulty in continuation of the function at the end of the NHTSA 403 funding. The project director must also consider the matter of project staffing in relation to the implementation phase. An effort should be made to obtain as many support services as possible from existing managing government activities, and thereby minimize the requirements for full-time project staff members and facilitate the continuation of the ASAP program. Planning for continuation of the project must be considered and weighed throughout all phases of the project with emphasis upon the proposal and the detailed plan, but continuing through project developments and/or modifications.

Generating Support

Community support for the ASAP will be one of the project director's most pressing concerns, with special attention at the outset of the project's effort and hopefully, continuing to expand throughout the life of the project. Community support includes managing agency officials, advisory committee and countermeasure representatives, private and public agencies interested in safety and alcohol problems, information media, and the general public in the ASAP area. The information and education aspects of the ASAP will have a key role in generating the support needed to make the project effective, and to induce the community to seek continuation of the project. The community support engendered should lead to the legislative support, which may ultimately be the most significant factor in project implementation.

Legislative Support

Obtaining budgetary consideration from governing groups such as city councils, county boards, school boards, or state legislatures, will require careful groundwork. Contact should be made with legislative representatives when an ASAP is initiated. Liaison should be continued with such legislative groups in order to "sell" the program and pave the way for enactment of such laws and provision of such funds as are necessary to implement successful countermeasures.

Individuals who have already indicated an interest in the problem area through membership on legislative committees (i.e., highway safety committee) would be the most logical point of contact. Supporters of a particular countermeasure could be identified by related local agencies, both governmental and service organizations (i.e., local council on alcoholism). In many cases, the existing contacts of the project director can be used.

More often, however, the project director will have to sound out various legislators for their interest and willingness to champion a particular countermeasure. Newly elected representatives, perhaps, are more eager to undertake additional responsibilities and, where terms of office overlap, will have the longest tenure. However, the individual must be one who has a reasonable amount of support within the legislative body or is likely to have such support at the time legislation is needed. Obviously, the fostering of an hospitable attitude on the part of the legislature must proceed carefully and diplomatically.

While legislative contacts may not be fully utilized until an ASAP nears its final stages, a continuing effort should be made to keep all interested parties abreast of interest displayed in particular countermeasures. Even though attention will inevitably focus upon one or two key representatives in each area, information should be given the widest possible circulation. It is extremely important that all key legislators and administrators, (e.g., city manager, legislative floor leaders) be kept fully informed.

ASAP and Countermeasure Effectiveness

The project director must keep abreast of State and community-level efforts that make up the State's highway safety program. The various elements of this safety program are described in the State Highway Safety Program mentioned earlier. Continued interaction with the Governor's Highway Safety Representative is also necessary to keep up-to-date on related developments in the State.

Alcohol safety developments outside the State should be reviewed as potential sources of applicable countermeasures. Such developments include:

- Other State, local, and Section 402 programs.
- Other NHTSA-sponsored alcohol countermeasure programs.
- Programs sponsored by private organizations.
- Research programs.

Part of the assistance to be provided by NHTSA will take the form of reports on alcohol safety developments, including:

- Progress reports on alcohol countermeasure programs.
- Weekly issues of the NHTSA publication "Highway Safety Literature."
- Reports of completed NHTSA-sponsored projects.

The project director should also plan to review related literature from other governmental agencies (e.g., HEW), OEO, legal, scientific, and professional associations.

General

Perhaps the ultimate criterion of the community ASAP's effectiveness will be whether the community and the State implement the program on a continuing basis at the end of the NHTSA funding. The advantages of much hindsight will be available to reach objective conclusions on the effectiveness and the utility of countermeasure activities and of ASAPs as a whole. Matching funds under Section 402 should be available to the State and in turn, the community, with a priority on alcohol safety problems, to provide the support necessary to carry the comprehensive ASAP into its ultimate goal—implementation based upon the continuation of widely evaluated countermeasures of proved effectiveness, and State/community appreciation and understanding of the need for an ASAP and its value.

ASAP Management Process

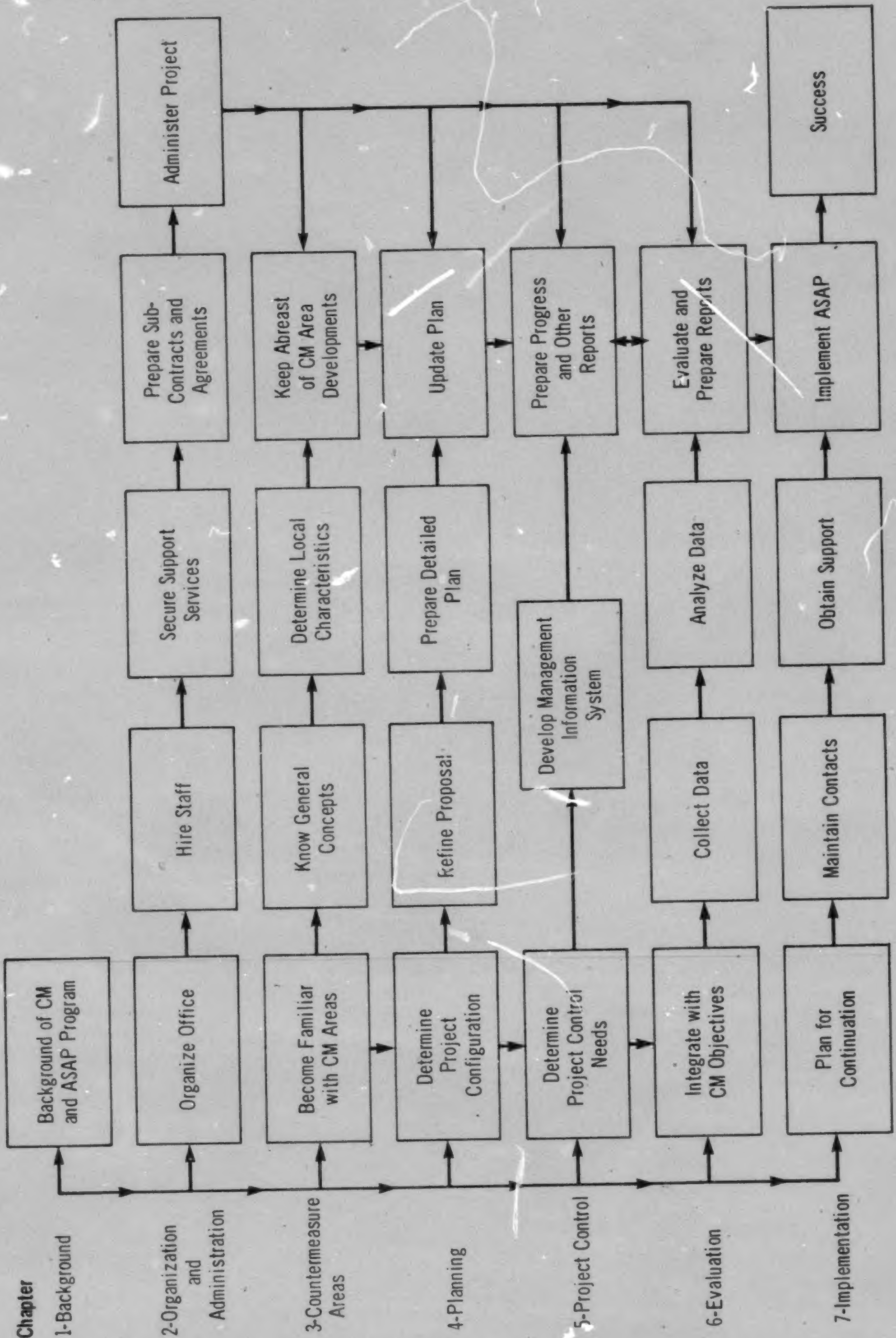

Chapter
1-Background
2-Organization and Administration
3-Countermeasure Areas
4-Planning
5-Project Control
6-Evaluation
7-Implementation
Background of CM and ASAP Program
Organize Office
Hire Staff
Secure Support Services
Prepare Sub-Contracts and Agreements
Administer Project
Become Familiar with CM Areas
Know General Concepts
Determine Local Characteristics
Keep Abreast of CM Area Developments
Determine Project Configuration
Refine Proposal
Prepare Detailed Plan
Update Plan
Determine Project Control Needs
Develop Management Information System
Prepare Progress and Other Reports
Integrate with CM Objectives
Collect Data
Analyze Data
Evaluate and Prepare Reports
Plan for Continuation
Maintain Contacts
Obtain Support
Implement ASAP
Success

Figure 7.1

Appendix A

REFERENCES

The references are listed in three categories as follows:

Part I—a list of annotated references on alcohol and highway safety. These are considered to be useful and relevant references for the ASAP director.

Part II—a supplementary list of references on alcohol and highway safety. This list will give the project director an idea of the scope of the great volume of material available that may be of interest to him.

Part III—a list of references related to management of the ASAP. This includes material on countermeasure area functioning such as the courts, law enforcement, information and education, as well as general references on project management.

Part I

Recommended References - Alcohol and Highway Safety

Books and Pamphlets

American Medical Association, Committee on Medicolegal Problems. Alcohol and the Impaired Driver: A Manual on the Mediocolegal Aspects of Chemical Tests for Intoxication, AMA, 1968. This is the best available single manual on alcohol safety for those working in this field. It summarizes current research, discusses BAC measuring techniques and current statutes on drinking and driving. The volume has been recently revised and the 1970 edition should be obtained if possible. Available from the American Medical Association, 535 Dearborn Street, Chicago, Illinois 60610 - $1.50

Filkins, Lyle D. and Gellar, Naomi K. (editors). Proceedings of a Conference on Community Response to Alcoholism and Highway Crashes, University of Michigan, 1970. The conference, called by the University of Michigan, brought together individuals in various specialty areas which can contribute to alcohol safety action projects. The papers presented within the volume provide an indication of the various approaches of police, courts, research scientists, public information specialists and treatment specialists. University of Michigan, Highway Safety Research Institute, Ann Arbor - $6.50

Glasscote, Raymond M., et al. The Treatment of Alcoholism: A Study of Programs and Problems, Garamond-Pridemark Press, Baltimore, 1967. The Joint Information Service of the American Psychiatric Association and the National Association for Mental Health. The first chapters of this publication provide background information on alcoholism, its causes and the extent of the problem and a brief statement of what is known about the treatment of this problem. The latter part of the manual describes eleven treatment programs currently in operation. Available from the Joint Information Service, 1700 - 18th Street, N. W. Washington, D. C. 20009 - $3.00

Halverson, Guy. Stop the Drunk Driver, The Christian Science Publishing Society, Boston, 1970. (Reprints of ten articles which appeared as a series in The Christian Science Monitor.) This pamphlet is very useful for distribution to lay audiences or legislators or other non highway safety professionals who may be interested in the alcohol safety problem. Available from The Christian Science Publishing Society, One Norway Street, Boston, Mass. - $1.00

Impellizeri, Michael T. Testing the Drinking Driver, Traffic Safety Monograph #2, The National Safety Council, Chicago. This manual gives a brief approach to the recognition and testing of drinking drivers. It is a good statement for individuals interested in the enforcement of alcohol and highway safety legislation. Available from the National Safety Council, 425 North Michigan Avenue, Chicago, Illinois 60611

Joscelyn, Kent B., et al. The Problem Drinking Driver: A Legal Perspective, (Interim Report, Contract # FH 11-7270, National Highway Traffic Safety Administration, U. S. Department of Transportation, October 15, 1970). Institute for Research in Public Safety, Indiana University. Funded by the NHTSA, this recently completed study reviews the legal precedents for special handling of problem drinkers through the enforcement and judicial process. Copies of this report should be made available to courts and police organizations participating in ASAP projects.

Keller, March and McCormick, Mairi. A Dictionary of Words About Alcohol, (Rutgers Center of Alcohol Studies, New Brunswick, New Jersey, 1968. This dictionary is a useful reference for all persons working in the area of alcohol problems. It includes words and terms that might not be familiar to many of those engaged in ASAP projects. It should be particularly useful to persons engaged primarily in the broad field of safety rather than in the special area of alcoholism.

Klein, David and Waller, Julian A. Causation, Culpability and Deterrence in Highway Crashes, Department of Transportation Automobile Insurance and Compensation Study - 1970. This recent publication covers the broad area of highway and traffic crashes and though not ASAP oriented is of general interest to those involved in ASAP projects and discusses some of the problems of evaluating countermeasures which should prove helpful to persons concerned with ASAP project evaluation. Available from Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402 - $1.00

National Committee on Uniform Traffic Laws and Ordinances. Implied Consent Laws, Traffic Laws Commentary #70-4, 1970. This document covers, on a selective basis, the development and status of state motor vehicle and traffic laws in relationship to implied consent. It is the most up-to-date and complete review on this subject. Available from National Committee on Uniform Traffic Laws and Ordinances, 525 School Street, SW, Washington, D. C. 20024 - $3.00

National Committee on Uniform Traffic Laws and Ordinances. Uniform Vehicle Code and Model Traffic Ordinance (1968 revised edition). Available from the National Committee on Uniform Traffic Laws and Ordinances, 525 School Street, SW, Washington, D. C. 20024 - $5.00

National Safety Council. Accident Facts, National Safety Council, Chicago, 1970. This annual publication gives a detailed analysis of all kinds of accidents and includes much data relating to motor-vehicle accidents. It is useful in preparing speech material and should be considered as authoritative in regard to statistics on highway crashes. Available from the National Safety Council, 425 North Michigan Avenue, Chicago, Illinois 60611 - $2.40

Pittman, David J. and Snyder, Charles R. (editors). Society, Culture and Drinking Patterns, John Wiley and Sons, New York, 1962. This is a compilation of scientific articles in the field of alcohol use and abuse which will be of interest primarily to the individual who wishes to acquire an in-depth knowledge of the general problem of alcoholism as well as a better understanding of American drinking patterns.

Plaut, Thomas, F. A. Alcohol Problems: A Report to the Nation by The Cooperative Commission on the Study of Alcoholism, Oxford University Press, New York, 1967. This compact book is good basic reading for all individuals involved in NHTSA programs. It provides a general background to drinking problems in America and to current treatment methods and prevention programs.

Transportation, Secretary of. 1968 Alcohol and Highway Safety Report, U. S. Government Printing Office, Washington, D. C. This report is the best single document reviewing the role of alcohol in highway safety. It summarizes the research bases for the Administration's alcohol countermeasures program. Available from the U. S. Government Printing Office, Washington, D. C. 20402 - $ .50

Transportation, U. S. Department of - National Highway Safety Bureau. Alcohol and Highway Safety Countermeasures, Volume 2 of Proceedings of the National Highway Safety Bureau Priorities Seminar, July 18-20, 1969. This report summarizes the planning activities of the Administration staff in developing priorities within the highway safety program and sets forth a proposed NHTSA action program on alcohol safety countermeasures. Available from the U. S. Department of Transportation, National Highway Traffic Safety Administration, Washington, D. C. 20591.

Transportation, U. S. Department of - National Highway Safety Bureau. Alcohol in Relation to Highway Safety, Volume 8 of Highway Safety Program Manual, 1965. This manual gives information supporting the alcohol and highway safety standard #8. Developed prior to the current alcohol countermeasures program, it describes only part of the Administration's current broad program which includes activities in the area of alcohol safety as they relate to many of the current highway safety program standards. Available from the U. S. Department of Transportation, National Highway Traffic Safety Administration, Washington, D. C. 20591

Transportation, U. S. Department of - National Highway Safety Bureau. Alcohol Safety Countermeasures Program, U. S. Dept. of Transportation, 1970. This booklet summarizes the Administration's alcohol safety countermeasures program and gives the basic background information required by those interested in the Administration's program and in applying for support through this program. Available from The National Highway Traffic Safety Administration, Washington, D. C. 20591

Research Reports

Filkins, Lyle D., et al. Alcohol Abuse and Traffic Safety: A Study of Fatalities, DWI Offenders, Alcoholics, and Court-Related Treatment Approaches, University of Michigan, Highway Safety Research Institute, June 1970. Final report on a study conducted by the U. S. Dept. of Transportation, National Highway Safety Bureau under contracts #FH-11-6555 and #FH 11-7129. This report describes the two year study sponsored by the National Highway Safety Bureau at the University of Michigan. Contents of the report are indicated in the title. The report will be useful to individuals working in countermeasure development and evaluation for ASAP projects. Available in 1971 through National Technical Information Service, Springfield, Virginia 22151

Light, William O. and Keiper, Charles G. Effects of Moderate Blood Alcohol Levels on Automobile Passing Behavior, Injury Control Research Laboratory, Public Health Service, U. S. Dept. of Health, Education and Welfare, Washington, D. C. This report describes a study on a driving simulator of passing behavior on a two-lane road at moderate blood alcohol levels (approximately .08%). It demonstrates that even at these levels drivers take significantly more risk in passing and as a result have twice as many crashes. The experiment indicates that it is not just the effects of alcohol on driving skills per se but also on judgment and risk-taking which contribute to crash probability.

Smith, Floyd D. Blood Alcohol Level and Other Selected Factors as Indicators of the Problem Drinking Driver, thesis submitted to Michigan State University in partial fulfillment of the requirements for the degree of Doctor of Philosophy, 1970. This interesting study attempted to correlate blood alcohol level at the time of arrest with the probability that the individual involved had previously shown various signs of problem drinking. The study will be of particular interest to those persons concerned with ways of identifying problem drinkers appearing in court.

Transportation, U. S. Department of - National Highway Traffic Safety Administration. ASAP Evaluation Manual, March 1971. This manual is designed to provide guidance and support for the evaluation of the individual Alcohol Safety Action Programs. It describes the evaluation process, provides a working knowledge of evaluation, and develops the common scope of evaluation and basic consistency of practice necessary to compare ASAP's. Available from U. S. Department of Transportation, National Highway Traffic Safety Administration, Washington, D. C.

Transportation, U. S. Department of - National Highway Safety Bureau. Guidebook for Proposal Development: Alcohol Safety Action Projects, December 1970. This guidebook is designed to assist communities in the development of proposals for alcohol safety action projects. It describes in detail the series of planning activities for the preparation of proposals as well as the procedures involved in the actual preparation and submission of proposals. Available from U. S. Dept. of Transportation, National Highway Traffic Safety Administration, Washington, D. C.

Transportation, U. S. Department of - National Highway Traffic Safety Administration. Summary - Public Information and Program Feasibility Study for Alcohol Countermeasures, March 1971. This is a summary of a study conducted by Martin Marietta Corp. to determine the attitudes and knowledge of the public toward the drinking-driving problem and the NHTSA countermeasures program. Available from U. S. Dept. of Transportation, National Highway Traffic Safety Administration, Washington, D. C.

Walls, H. J. and Brownlie, Alistair R. Drink, Drugs and Driving, Sweet and Maxwell, Ltd., London, 1970. This new book summarizes research on the absorption and elimination of alcohol, on the effects of alcohol on behavior and driving, and on methods for taking an analysis of drug samples, and finally reviews current British enforcement programs. Available from the Carswell Company, Ltd., Toronto, Canada.

Wilde, Gerald J. S., et al. Road Safety Campaigns: Design and Evaluation. The Organization for Economic Cooperation and Development, 2 rue Andre Pascal, Paris 16, France, October 1970. This publication, which is now in working draft form, is a detailed summary of the methodological problems in evaluating safety campaigns. It could be "must" reading for all persons concerned with the evaluation of ASAP projects and will be of interest also to project managers and others working on ASAP projects. Copies of the completed report will be available from Road and Motor Vehicle Safety, Ministry of Transport, Ottawa, Ontario, Canada.

Movies Available on the Drinking-Driving Problem

Alcohol Point Zero Eight

This film describes a research test on racing drivers over a special course. It demonstrates that the skills and judgment of experienced racing drivers are adversely affected by a blood alcohol of .08%. For information about prints, contact Ministry of Transport, Ottawa, Ontario, Canada.

DWI Phoenix

This documentary movie shows the Phoenix, Arizona countermeasure approach to the drinking-driving problem. It describes a 10 hour retraining program for convicted drinking drivers in Phoenix. A manual by Ernest I. Stuart and James L. Malfetti describes this program in more detail. Some ASAP communities may be interested in establishing similar retraining programs. The movie itself can be useful in helping individuals understand the role of problem drinking among persons convicted of DWI. For information about prints, contact AAA Foundation for Traffic Safety, 734 - 15th Street, N. W., Washington, D. C. 20005 or local AAA Motor Clubs.

Twenty-Five Times

This film emphasizes the role of the problem drinker in highway fatalities. A number of experts describe scientific data which support the conclusion that a majority of those accidents involving alcohol are produced by problem drinkers. For information about prints, contact California Foundation for Highway Safety, 564 Market Street, San Francisco, California 94104.

The Problem Drinker

This movie was produced by the Department of Transportation and will be distributed by NHTSA to its regional offices, ASAP projects and to Governors' Highway Safety Representatives. It describes the major highway safety problem: abusive use of alcohol by problem drinkers and the NHTSA's Alcohol Countermeasure Program.

Part II

Supplemental References - Alcohol and Highway Safety

Abercrombie, S.A. "Does Alcohol Education Belong in a Driver Education Program?", *Traffic Digest and Review*, 5, May 1964, p. 6-10, 34-35.

Adams, James R. "Crisis Intervention as an Accident Countermeasure," The Continental Research Institute, New York, November 1, 1969c, 5 p., Mimeographed.

Adams, James R. "Redefinition of the Host Role: The Village W Pilot Project," Safety Research and Education Project, Teachers College, Columbia University, New York, March 1966, 10 p., Mimeographed.

Adams, James R. "First a Friend...Toward a Redefinition of the Role of the Host," Safety Research and Education Project, Teachers College, Columbia University, New York, April 1965.

Alcohol and Alcoholism, Public Health Service Publication #1640, National Center for Prevention and Control of Alcoholism, National Institute of Mental Health, U.S. Government Printing Office, Washington, D.C., 1968.

Allstate Insurance Company. *Analogy: A Special Issue on Drinking Drivers*, Number 10, Northbrook, Illinois, 1971.

Boston University Law-Medicine Institute (ed.), *National Conference on Legal Issues in Alcoholism and Alcohol Usage*, New Ocean House, Swampscott, Massachusetts, June 1965.

Campbell, B.J. "Highway Safety Program Evaluation and Research," *Traffic* Digest and Review, Vol. 18, No. 1, January 1970, pp. 6-11.

Cisin, Ira H. "Social Psychological Factors in Drinking-Driving," *Alcohol and Traffic Safety*, Bernard H. Fox and James H. Fox (editors), Public Health Service Publication No. 1043, U.S. Government Printing Office, Washington, D.C., May 1963, pp. 1-25.

Cross, Jay N. *Guide to Community Control of Alcoholism*, The American Public Health Association, New York, 1968.

Department of Law and Public Safety, New Jersey State Police. *Drinking-Driving Enforcement Guide*, West Trenton, New Jersey, March 1968.

Erlich, N.J. and Selzer, M.L. "A Screening Program to Detect Alcoholism in Traffic Offenders," *The Prevention of Highway Injury*, Melvin L. Selzer, Paul W. Gikas, and Donald F. Huelke (editors), Highway Safety Research Institute, University of Michigan, Ann Arbor, Michigan, 1967, pp. 44-50.

Erwin, Richard E. *Defense of Drunk Driving Cases, Criminal-Civil*, Mathew Bender and Company, Inc., New York, 1966.

Fox, Bernard H. "Deterrents to Drinking and Driving in Alcohol Misusers," *The Prevention of Highway Injury*, Melvin L. Selzer, Paul W. Gikas, and Donald F. Huelke (editors), Highway Safety Research Institute, University of Michigan, Ann Arbor, Michigan, 1967, pp. 51-62.

Fox, Bernard H. "The Problem of Countermeasures in Drinking and Driving," *Traffic Quarterly*, Vol. 19, No. 3, July 1965, pp. 299-319.

Fox, Ruth. "Dr. PIPP Can and Should Treat Alcoholics," Roche, *Frontiers Of Clinical Psychiatry*, March 1966.

Haddon, William and Klein, David. "Assessing the Efficacy of Accident Countermeasures," *Traffic Quarterly*, Vol. 19, No. 3, July 1965.

Henderson, Harold L. and Kole, Theodore. *Progress Report: Mass Communication and Group Discussion Techniques*. A study of the effectiveness of small group discussions of safety films and driver problems in changing the attitudes and behaviors of accident-involved drivers, Drivers Safety Service, Inc., New York, March 1963.

Hochbaum, G.M. "Learning and Behavior - Alcohol Education for What?" *Secretary's Conference on Alcohol Education*, U.S. Department of Health, Education and Welfare, Washington, D.C., 1966.

Hurst, P.M. "Estimating the Effectiveness of Blood Alcohol Limits," *Behavioral Research in Highway Safety*, Vol. 1, 1970, pp. 87-99.

Kaestner, Noel, Howard, Vinita, and Warmoth, Edward. *Oregon Study of Drinking Drivers*, Motor Vehicles Division, Oregon Department of Transportation, Salem, Oregon, July 1969.

Lewis, Everett M. and Satlanis, Kmako. *Effects of Alcohol on Decision-Making with Respect to Traffic Signals*, Report No. ICRL-RR-68-4, Injury Control Research Laboratory, Public Health Service, U.S. Department of Health, Education and Welfare, Washington, D.C., 1969.

Little, Joseph W. "Control of the Drinking Driver: Science Challenges Legal Creativity," *American Bar Association Journal*, Vol. 54, June 1968, pp. 555-559.

McClure, L. *Alcohol and Highway Safety, A Selected Bibliography*, Technical Information Center, Martin Marietta Corporation, Orlando, Florida, August 1970.

McCollum, N.E.W. and Scroggie, J.G. "A Study of Blood Alcohol Concentrations in Subjects Within Various Weight Ranges," *Quarterly Journal of Studies of Alcohol*, Vol. 24, 1963, pp. 195-202.

Milt, Harry. *Basic Handbook on Alcoholism*, Scientific Aids Publications, 1967.

Neilson, Royal A. "Who's at Fault in Mis-Handled DWI Cases?", *Traffic Safety* Magazine, Vol. 70, No. 12, December 1970, pp. 8-10.

Nichols, James L. The Effects of Drugs on Driving Related Behavior and the Impact of Drugs on Highway Incidents, National Highway Traffic Safety Administration, Office of Alcohol Countermeasures, U.S. Department of Transportation, Washington, D.C., September 1970.

Perrine, M.W., Waller, J.A., and Harris, L.S. Alcohol and Highway Safety: Behavioral and Medical Aspects, Final Report, Project 14, RFP 173, Report FH 11-6899, University of Vermont, Burlington, Vermont, May 1970.

Pollack, Seymour. Drinking Driver and Traffic Safety Project, Vol. I, Public Systems Research Institute, University of Southern California, Los Angeles, California, July 1969.

Pyle, Howard. "Getting the Alcohol Story to the People," Traffic Safety, Vol. 70, No. 2, February 1970, pp. 22, 35-36.

Raymond, Anne. "Ten O'Clock--The Effect of the Change in Hotel Bar Closing Time on Road Accidents in the Metropolitan Area of Victoria," Australian Road Research, Vol. 3, No. 10, June 1969, pp. 3-17.

Report of Task Force on Alcohol and Highway Safety Countermeasures, Proceedings of National Highway Safety Bureau Priorities Seminar, Vol. 11, U.S. Department of Transportation, Fredericksburg, Virginia, July 1969.

Resource Book for Drug Abuse Education, National Clearinghouse for Mental Health Information, Bethesda, Maryland, October 1969.

Rouse, Milford O. "M.D. Role Cited on Alcoholism," paper presented at 10th Annual Conference on Alcoholism in Industry, California Institute of Technology, Pasadena, California, American Medical Association News, January 1968.

Sands, Jack H. "Signal 61", Operating While Under the Influence of Alcohol or Drugs, Training Bulletin, U.S. Park Police, Washington, D.C., June 1969.

Selzer, Melvin L. "Alcoholism, Mental Illness, and Stress in 96 Drivers Causing Fatal Accidents," Behavioral Science, Vol. 14, No. 1, January 1969.

Selzer, Melvin L. "Alcohol Impairment, Alcoholism, and Traffic Accidents," University of Michigan Medical Center Journal, Vol. 32, No. 5, 1966, pp. 238-241.

Selzer, Melvin L. Michigan Alcoholism Screening Test (MAST), Department of Psychiatry, University of Michigan, Ann Arbor, Michigan, 1968.

Selzer, Melvin L. "Problems Encountered in the Treatment of Alcoholism," University of Michigan Medical Center Journal, Vol. 33, March-April 1967, pp. 58-63.

Sheppard, D. The 1967 Drink and Driving Campaign - A Survey Among Drivers, Road Research Laboratory, Ministry of Transport, Report No. LR 230, Crowthorne, Berkshire, England, 1968.

"The Facts About Drinking and Accidents: Background Material for Use in Alcohol Education Programs," Traffic Safety, Vol. 70, No. 2, February 1970, pp. 24-26.

Traffic Law Enforcement Series. Driving Under the Influence of Alcohol or Drugs, Traffic Institute, Northwestern University, 1958.

U.S. Department of Health, Education and Welfare, Social Rehabilitation Service, Public Health Service, Children's Bureau, National Institute of Mental Health. Thinking About Drinking, Public Health Service Publication No. 1683, Children's Bureau Publication No. 456, U.S. Government Printing Office, Washington, D.C., 1968.

U.S. Department of Health, Education and Welfare, Public Health Service. "Identifying Problem Drinkers in a Household Health Survey," Vital Health Statistics, Public Service Publication No. 1000 - Series 2 - Number 16, U.S. Government Printing Office, Washington, D.C., 1946.

Waller, Julian A., Turkel, Henry W. "Alcoholism and Traffic Deaths," The New England Journal of Medicine, Vol. 275, No. 10, 1966, pp. 532-536.

Waller, Julian A. "Why We're Missing the Boat on Alcohol Education," Traffic Safety. Vol. 69, No. 2, February 1969, pp. 24-25.

Waller, Julian A. "Suggestions for Educational Programs About Alcohol and Highway Safety," Traffic Safety Research Review, Vol. 12, September 1968, pp. 66-70.

Wilde, Gerald J.S., et al. Road Safety Campaigns: Design and Evaluation, Organization for Economic Cooperation and Development, 2 rue Andre Pascal, Paris 16, France, October 1970.

What Everyone Should Know About Alcoholism, Channing L. Bete Company, Greenfield, Massachusetts, 1969.

Whitney, Elizabeth D. Living with Alcoholism, Beacon Press, Boston, Massachusetts, 1968.

Zylman, Richard and Shelden, D. Bacon. "Police Records and Accidents Involving Alcohol," Quarterly Journal of Alcohol Studies, Vol. 29, Supplement No. 4, May 1968, p. 178.

Part III

References - ASAP Management Related

Adams, Thomas F. An Introduction to the Police Role in the Community, Prentice-Hall, Inc., Englewood Cliffs, New Jersey, 1968.

Baumgartner, John S. Project Management, Richard D. Irwin, Inc., Homewood, Illinois, 1963.

Bureau of the Budget Circular A-87. Principles for Determining Costs Applicable to Grants and Contracts with State and Local Governments, Executive Office of the President, Washington, D.C., May 1968 (As Amended).

Commission Report: The Challenge of Crime in a Free Society, The President's Commission on Law Enforcement and The Administration of Justice, Task Force Report, The Police; The Courts; Drunkenness, U.S. Government Printing Office, Washington, D.C., 1967.

Cutlip, S.M. and Center, A.H. Effective Public Relations, Prentice-Hall, Inc., Englewood Cliffs, New Jersey, 1964.

Department of Transportation. The National Driver Register: A State Driver Records Exchange Service, September 1967.

Drucker, Peter F. The Practice of Management, Harper and Row, New York, 1954.

Lasser, T.K. Executive Guide to Business Procedures, Sidney Prerau (ed.), McGraw-Hill Book Company, New York, 1960.

Federal Procurement Regulations, U.S. Government Printing Office, Washington, D.C.

Fennessy, Edward F., Jr., et al. The Technical Content of State and Community Police Traffic Services Programs, The Travelers Research Center, Inc., Hartford, Connecticut, September, 1968.

Guide for Local Government Agencies: Establishing Cost Allocation Plans and Indirect Cost Proposals for Grants and Contracts with the Federal Government, U.S. Department of Health, Education and Welfare, OASC-8, U.S. Government Printing Office, Washington, D.C.

Griessman, Eugene B. "An Approach to Evaluating Comprehensive Social Projects," Educational Technology, 1969.

Highway Safety Program Standards, U.S. Department of Transportation, Federal Highway Administration, National Highway Safety Bureau, Washington, D.C., June 1969.

Highway Safety Program Manuals, U.S.Department of Transportation, Federal Highway Administration, National Highway Safety Bureau, Washington, D.C., January 1969, as follows:

0. Planning and Administration
1. Periodic Motor Vehicle Inspection
2. Motor Vehicle Registration
3. Motorcycle Safety
4. Driver Education
5. Driver Licensing
6. Codes and Laws
7. Traffic Courts
8. Alcohol in Relation to Highway Safety
9. Identification and Surveillance of Accident Locations
10. Traffic Records
11. Emergency Medical Services
12. Highway Design, Construction, and Maintenance
13. Traffic Control Devices
14. Pedestrian Safety
15. Police Traffic Services
16. Debris Hazard Control and Cleanup

James, Howard. Crisis in the Courts, McKay Company, Inc., New York, 1967.

Kaestner, Noel. "Research in Driver Improvement - The State of the Art," Traffic Quarterly, Vol. 22, October 1968, pp. 497-520.

Maynard, H.B. Top Management Handbook, McGraw-Hill Book Company, Inc., New York, 1960.

Municipal Police Administration, The International City Managers' Association, Chicago, Illinois, 1961.

National Committee on Uniform Traffic Laws and Ordinances. "Implied Consent Laws," Traffic Laws Commentary No. 70-4, April 15, 1970, Available from National Committee on Uniform Traffic Laws and Ordinances, 525 School Street, S.W., Washington, D.C. 20024.

National Safety Council. "Driver Licensing, Improvement and Control Data," Reports of the Annual Traffic Inventory for 1962, Distributed by American Association of Motor Vehicle Administrators, National Safety Council, Chicago, Illinois, 1963.

Newman, W.H., Summer, C.E., and Warren, E.K. The Process of Management, 2nd Edition, Prentice-Hall, Inc., Englewood Cliffs, New Jersey, 1967.

"Schools Pool Driver Ed Resources," Traffic Safety, Vol. 70, February 1970, p. 21.

Suchman, Edward A. "Action for What? A Critique of Evaluative Research," Presented as Symposium on the Organization, Management and Tactics of Research, Vocational Guidance and Rehabilitation Services, University of Pittsburgh, Pennsylvania, February 1969.

Schuster, Donald H. "Follow-up Evaluation of the Performance of Driver Improvement Classes for Problem Drivers," Journal of Safety Research, Vol. 1, 1968, pp. 80-87.

The Technique of Municipal Administration, Municipal Management Series, Fourth Edition, The International City Managers' Association, Chicago, Illinois, 1958.

Traffic Court Procedures and Administration, American Bar Association, Chicago, Illinois, 1961.

Uhlaner, J.E. and Drucker, A.J. "Selection Tests—Dubious Aid in Driver Licensing," Presentation to the Annual Meeting of the Highway Research Board, Washington, D.C., January 1964.

Appendix B

PROJECT DIRECTOR SUMMARY TASK CHECKLIST

Chapter 1

General Background

Review information and written material on ASAP

- Guidebook for Proposal Development, ASAP
- Proposal for Comprehensive Community, ASAP
- ASAP Management Manual
- ASAP Evaluation Manual
- Contract between NHTSA and Managing Agency

Meet key officials and brief on ASAP

- Managing agency
- Countermeasures
- Governor's Highway Safety Representative
- National Highway Traffic Safety Administration
- Other participants

Learn organization and relationships of project elements

- Managing agency
- Countermeasures
- State
- National Highway Traffic Safety Administration
  - Contract technical manager
  - Contract specialist
  - Regional administrator

Study local community, and its alcohol and safety problems

- Civic organizations
- Population makeup
- Problems
- Leaders

Chapter 2

Project Organization and Administration

- Develop ASAP organization and functional relationships
- Determine functions of project director and staff
- Discuss project organization with officials concerned
- Prepare briefings and presentations on the ASAP

Project Staffing

Establish personnel needs and positions

- Determine personnel needs
- Determine applicable hiring policies and requirements
- Prepare job description
- Obtain classification of position

Recruit and select staff

- Establish recruiting procedure
- Interview applicants
- Select applicants
- Provide applicant with necessary publications on personnel matters and working conditions

Develop and train staff

- Orient selectee on ASAP
- Provide for employee development

Provide personnel staff administration

Maintain personnel records and files

Project Office Facilities Equipment and Supplies

Determine facilities required for ASAP project office staff.

Arrange for office facilities

- Identify office facilities allocation agency
- Contact facilities representative and discuss project office requirements
- Select office space based upon requirements and budget considerations

Arrange for office set-up and use

- Arrange for telephone and utility installation
- Prepare layout of office equipment

Occupy office facilities

- Assign personnel to office area
- Inform associated personnel of location, address and telephone numbers

- Establish office equipment and supply requirements
- Determine procedures for purchase of equipment and supplies
  - Identify purchasing organizations and contacts
  - Contact and brief purchasing organization personnel
  - Determine policy and procedures for procurement
- Order required equipment and supplies
- Maintain records and inventory of equipment and supplies

Project Support Services

Fiscal System

- Determine budget and accounting system requirements
  - Contact supporting fiscal agency and brief on ASAP
  - Arrange for meeting of all concerned with fiscal aspects of project
  - Learn managing government fiscal requirements, policies and procedures
- Establish fiscal procedures for ASAP
  - Develop procedures for project director approval of all fiscal actions
    - Establish fiscal report requirements and flow of reports required of participating and support agencies
    - Establish system for monitoring and control of project expenditures against budget authorizations
  - Develop procedures incorporating maximum use of managing government system and forms
  - Set up budgetary/accounting system procedures consistent with NHTSA requirements and those of the managing government
  - Establish system for identifying change requirements, making required changes to budget and/or accounting system
  - Ensure project-wide awareness of budgetary/fiscal requirements, policies and procedures
    - Prepare written procedures and distribute to project participants
    - Incorporate fiscal requirements and procedures in subcontracts and agreements
    - Conduct periodic briefings and meetings on fiscal procedures and fiscal status
  - Maintain liaison with fiscal officer throughout project duration

Purchasing

Establish purchasing and procurement requirements and procedures

- Contact procurement officer and discuss ASAP project procurement requirements
- Arrange for and meet jointly with local contracting officer, fiscal officer, and procurement officer to discuss procurement requirements, policies, and procedures applicable to ASAP project
- Establish purchasing system for ASAP project
  - Establish special account series for project office and participating activities
  - Establish project director approval requirement
  - Establish sequence of purchase requests through purchase to receipt and delivery to project
  - Establish procedures for timely acknowledgement of purchasing actions and billing
  - Establish procedures for record and inventory of permanent equipment
  - Determine requirements and procedures for open bid purchasing
  - Obtain catalogue of equipment and special supplies which may be under purchase contract
- Ensure project-wide awareness of ASAP purchasing requirements and procedures, and assign ASAP account numbers to ASAP participating activities

Personnel System

Establish services for personnel staff activities

- Contact the personnel or civil service department and discuss ASAP requirements
- Determine methods and procedures for classification, recruiting, selection and placement of personnel
- Determine requirements and procedures in relation to personnel functions
- Determine civil service requirements, procedures and regulations relative to personnel management and administration
- Establish working relationship and channels of communication with the personnel office

Contracts and Agreements

Determine and define contractually imposed requirements relative to the contract

- Meet with local contracting officer, NHTSA contract technical manager, and NHTSA contracting specialist
- Establish ASAP project requirements, policies and procedures regarding technical cost and schedule performance aspects of project

Establish major milestones, reports and products requiring local contracting officer review and approval
Determine conditions requiring contracting officer involvement in modification of contract
Establish procedures for subcontracts and agreements
Ensure project-wide awareness of contractual requirements and procedures of ASAP as related to technical performance, cost, schedule, documentation, terms, and provisions
Maintain continued liaison with contracting officers throughout project duration
Contact prospective subcontractor(s) and agencies to discuss work package efforts as outlined in proposal and prime contract
Prepare work statement and performance specification for subcontract/agreement including all required federal and local requirements and provisions
Issue request for proposal submission
Receive and evaluate proposals according to selection criteria and required provisions
Select subcontractor (if multiple bids are involved)
Award contract or agreement
Conduct negotiation of proposal areas (technical, cost, schedule, management and concurrence to terms and provisions as necessary)
Hold post-award conference
Ensure designation of subcontractor/agency individual responsible for his organization's performance on the contract
Request subcontractor/agency to submit a detailed plan in accordance with the overall ASAP project plan and the subcontractors/agency proposed work efforts
Perform continuing review and control of subcontractor/agency performance through the duration of the contract/agreement period
Prepare written "contract" type definition of work efforts, anticipating schedule of performance, budget and reports expected of participating agencies including necessary terms and conditions

Chapter 3

Countermeasure Areas (except Legislative and Regulatory)

Develop knowledge of the operation and functioning of each countermeasure area
Develop knowledge of the participating agencies and interrelationship with ASAP
Prepare and distribute list of contracts, locations, and telephone numbers
Ensure countermeasure agency representative understands overall program
Hold discussions with countermeasure agencies
Furnish assistance to countermeasure agencies
Hold discussions with the contract technical manager to arrive at a common understanding of responsibilities and working arrangements
Assist the countermeasure agencies in developing budget and detailed plan
Provide NHTSA and project guidelines for planning activities

Evaluate and adjust detailed plans and activities based upon overall project configuration, plan and/or NHTSA considerations
Resolve problems and conflicts between countermeasure agencies
Schedule periodic meetings and exchanges information with countermeasure agencies
Make inspections to observe agreement and detailed plan adherence
Advise countermeasure agencies to provide information on any incidents which might result in unfavorable publicity
Provide guidance on project evaluation needs and countermeasure relationships
Establish reporting procedures to assure that evaluation aspects of the project are understood by countermeasure agencies
Provide data and reports related to evaluation which would be of value to countermeasure agencies
Provide countermeasure agencies with information on other agencies involved in the project
Provide countermeasure agencies with developments in other ASAP's and in the safety and alcohol fields related to selection of the most effective countermeasures for continuation in the implementation phase
Assist countermeasure agencies in developing ASAP support within their respective areas
Develop an awareness on the part of countermeasure agencies of the need to obtain sources of funding and other support in the implementation period

Countermeasure Areas (Legislative and Regulatory)

Secure expert legal advise and assistance in surveying local/state statutes
Seek cooperation and involvement of other groups (professional service) in developing legislation
Discuss laws with expert countermeasure personnel
Establish personal contacts with legislative officials
Keep abreast of state/local legislative developments
Develop appropriate rapport with key personnel at the State and Federal levels
Seek local legislation for pre-arrest breathalyzer chemical test authority
Develop suggested legislation based upon the Uniform Vehicle Code and Model Traffic Ordinance and Traffic Safety Standards

Chapter 4

Project Planning

Determine what tasks must be performed to achieve the objective of the project

Obtain contract from DOT
Set up organization to carry out the contract
Issue task "contracts" to functional organizations
Establish liaison with local groups
Manage project
Evaluate contribution of individual tasks to the objective

Determine assignment of tasks to participating agencies

Determine for each task the elements that make up the task, completion dates, performance requirements, the interrelationship of accomplishment of elements of tasks, the estimated costs for accomplishing each element, and how its contribution to the overall objective can be measured

Determine information required on project progress and the contribution to the objective in terms of cost, schedule and performance by each agency with project responsibilities

Visit agencies with project responsibilities and outline the tasks which they will perform, elements thereof and cost, schedule, and performance expected of each element and the evaluation critieria

Provide the agencies with project plans for review and agreement

Integrate agencies' plans into a master project plan for carrying out the project

Establish communication channels between agencies for issuing orders and reports

Issue directives to put the plan into effect

Analyze reports and condense their content into meaningful information for presentation to others

Evaluate reports from participating agencies, and relate their progress to the progress of the overall objectives

Chapter 5

Project Control

Establish a management information system to measure the deviation between actual cost, schedule and performance of each task and evaluate its contribution to the objective in the master plan

  Review reporting systems submitted by agencies in development of the master project plan

  Develop a system for receipt, analysis and evaluation of reports

  Develop a method for displaying the results of the analysis and evaluation to the different agencies

  Provide for adjusting the level of detail of the displayed information to conform to the needs of the particular agency

  Adjust the reporting methods submitted by the agencies to be compatible with the analysis, evaluation and display activity

  Reconcile adjustments with the agencies concerned

  Provide participating agencies with details of the management information system

  Incorporate management information as a part of the contract to the agency

Establish channels for issuing directives for controlling and evaluating the project based on the knowledge gained from the management information system

  Determine persons in each agency who are authorized to carry out instructions from the project director

  Determine the types of directives that would go to each person and the normal media

  Include the above information in the contract or work order

Chapter 6

Evaluation

- Contract for or secure staff assistance in evaluation requirements
- Assist in determination of evaluation objectives and criteria
- Assist in planning and design evaluation program
- Assist in development of evaluation procedures for the project
- Establish project evaluation report requirements
- Assist in developing data collection methods
- Secure agency cooperation in data collection
- Monitor evaluation programs
- Integrate evaluation data reporting into management information system
- Provide evaluative reports as required by NHTSA

Chapter 7

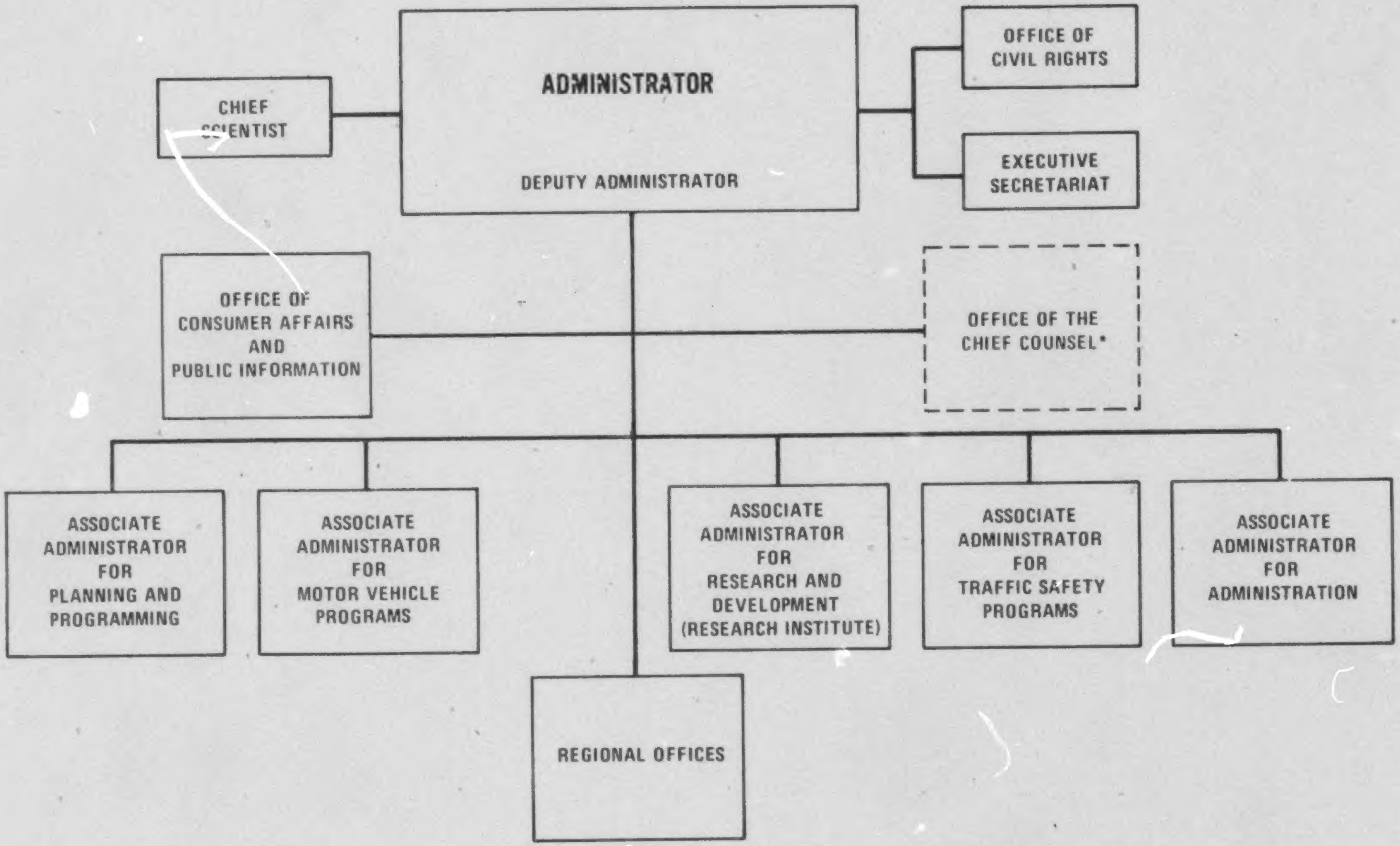
Implementation

- Establish working relationships with key officials in the alcohol and traffic safety fields
- Develop specific plans and schedule for project continuation beyond the Federal 403 funding period
- Ensure evaluation of countermeasures to determine most effective for continuation
- Apply project experience and experience gained from other programs to implementation considerations
- Develop knowledge of funds available from all sources and the procedures for obtaining funds
- Develop public support and concern for the ASAP
- Publicize successes of the program
- Ensure that the countermeasure agencies are aware of and anticipate the implementation phase
- Utilize persons rehabilitated or helped by the program to inform the public
- Seek enactment of alcohol safety legislation at state and local level
- Ensure inclusion of alcohol safety items in state and local budgets
- Review and modify plans for implementation in view of project experience, evaluation data, and other developments
- Maintain continuing liaison with legislative pressure groups

Appendix C

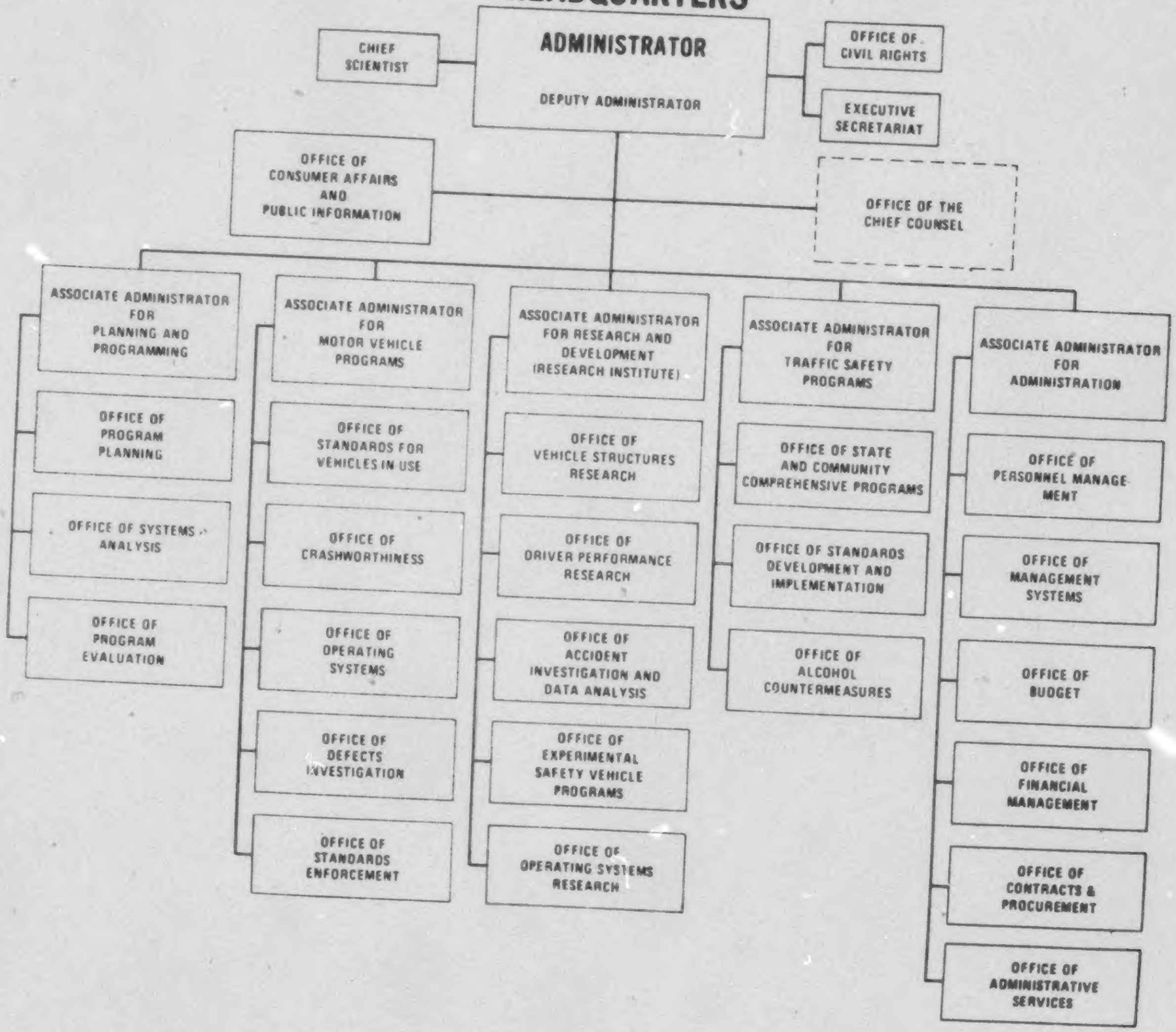
THE ORGANIZATIONAL STRUCTURE
OF THE
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

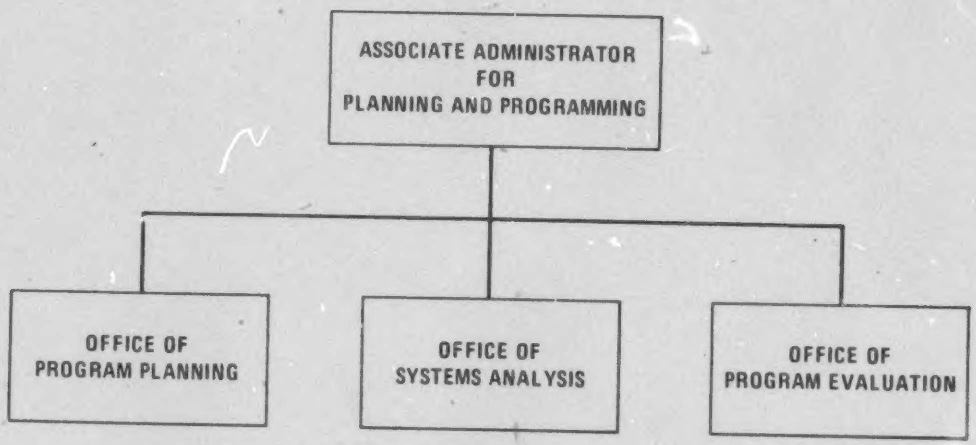

ADMINISTRATOR
DEPUTY ADMINISTRATOR
CHIEF SCIENTIST
OFFICE OF CIVIL RIGHTS
EXECUTIVE SECRETARIAT
OFFICE OF CONSUMER AFFAIRS AND PUBLIC INFORMATION
OFFICE OF THE CHIEF COUNSEL*
ASSOCIATE ADMINISTRATOR FOR PLANNING AND PROGRAMMING
ASSOCIATE ADMINISTRATOR FOR MOTOR VEHICLE PROGRAMS
ASSOCIATE ADMINISTRATOR FOR RESEARCH AND DEVELOPMENT (RESEARCH INSTITUTE)
ASSOCIATE ADMINISTRATOR FOR TRAFFIC SAFETY PROGRAMS
ASSOCIATE ADMINISTRATOR FOR ADMINISTRATION
REGIONAL OFFICES

*Provides legal services to the Administrator, performing these services under the professional supervision and direction of the General Counsel, DOT, who is finally responsible for providing opinions and other legal services to the Administrator; the General Counsel provides the services on a day-to-day basis through the Chief Counsel (Assistant General Counsel for NHTSA).

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
HEADQUARTERS


ADMINISTRATOR
DEPUTY ADMINISTRATOR
CHIEF SCIENTIST
OFFICE OF CIVIL RIGHTS
EXECUTIVE SECRETARIAT
OFFICE OF CONSUMER AFFAIRS AND PUBLIC INFORMATION
OFFICE OF THE CHIEF COUNSEL
ASSOCIATE ADMINISTRATOR FOR PLANNING AND PROGRAMMING
OFFICE OF PROGRAM PLANNING
OFFICE OF SYSTEMS ANALYSIS
OFFICE OF PROGRAM EVALUATION
ASSOCIATE ADMINISTRATOR FOR MOTOR VEHICLE PROGRAMS
OFFICE OF STANDARDS FOR VEHICLES IN USE
OFFICE OF CRASHWORTHINESS
OFFICE OF OPERATING SYSTEMS
OFFICE OF DEFECTS INVESTIGATION
OFFICE OF STANDARDS ENFORCEMENT
ASSOCIATE ADMINISTRATOR FOR RESEARCH AND DEVELOPMENT (RESEARCH INSTITUTE)
OFFICE OF VEHICLE STRUCTURES RESEARCH
OFFICE OF DRIVER PERFORMANCE RESEARCH
OFFICE OF ACCIDENT INVESTIGATION AND DATA ANALYSIS
OFFICE OF EXPERIMENTAL SAFETY VEHICLE PROGRAMS
OFFICE OF OPERATING SYSTEMS RESEARCH
ASSOCIATE ADMINISTRATOR FOR TRAFFIC SAFETY PROGRAMS
OFFICE OF STATE AND COMMUNITY COMPREHENSIVE PROGRAMS
OFFICE OF STANDARDS DEVELOPMENT AND IMPLEMENTATION
OFFICE OF ALCOHOL COUNTERMEASURES
ASSOCIATE ADMINISTRATOR FOR ADMINISTRATION
OFFICE OF PERSONNEL MANAGEMENT
OFFICE OF MANAGEMENT SYSTEMS
OFFICE OF BUDGET
OFFICE OF FINANCIAL MANAGEMENT
OFFICE OF CONTRACTS & PROCUREMENT
OFFICE OF ADMINISTRATIVE SERVICES

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
PLANNING AND PROGRAMMING

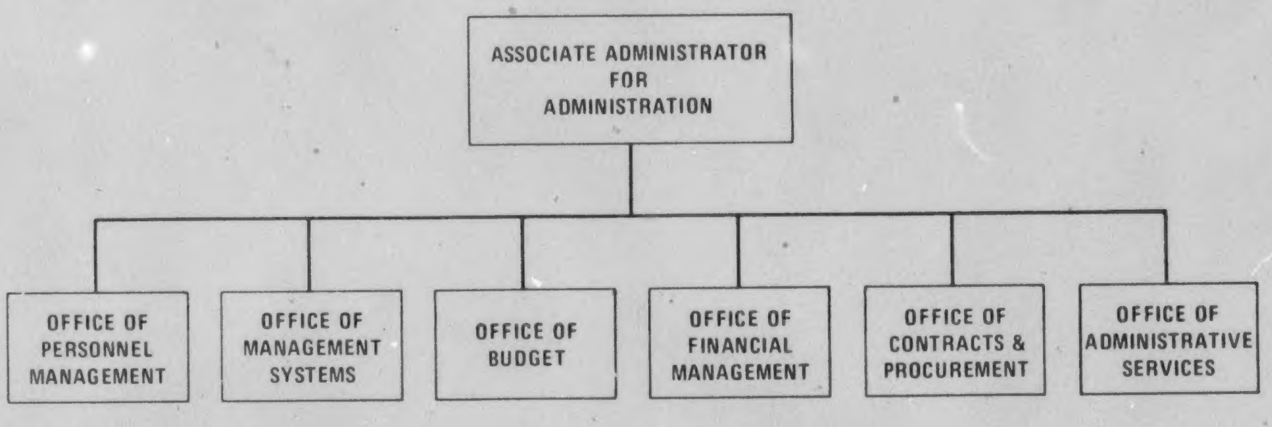

ASSOCIATE ADMINISTRATOR
FOR
PLANNING AND PROGRAMMING

OFFICE OF
PROGRAM PLANNING

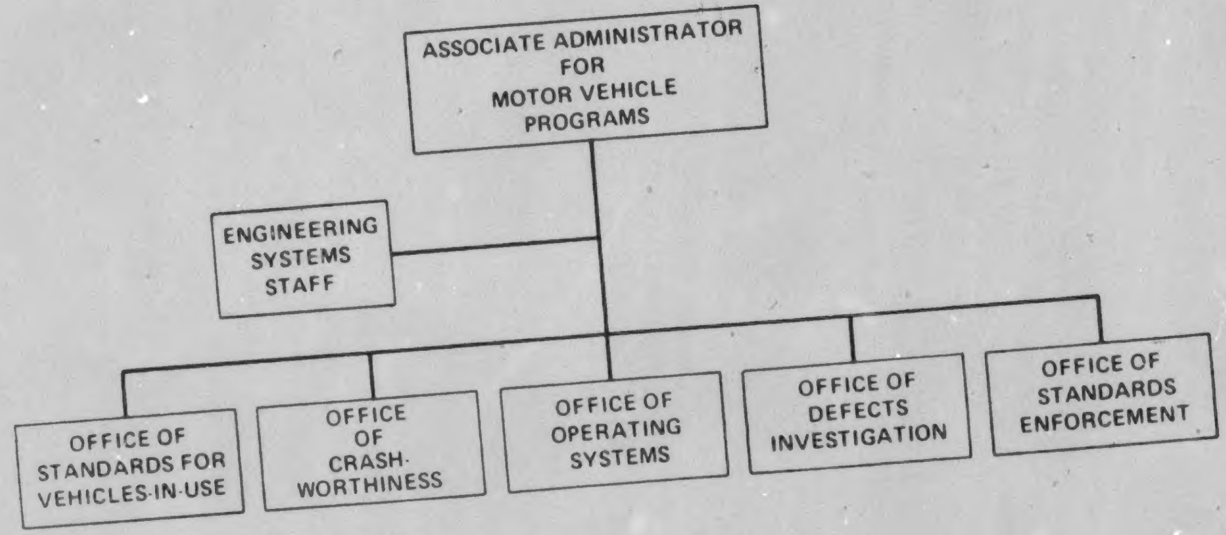
OFFICE OF
SYSTEMS ANALYSIS

OFFICE OF
PROGRAM EVALUATION

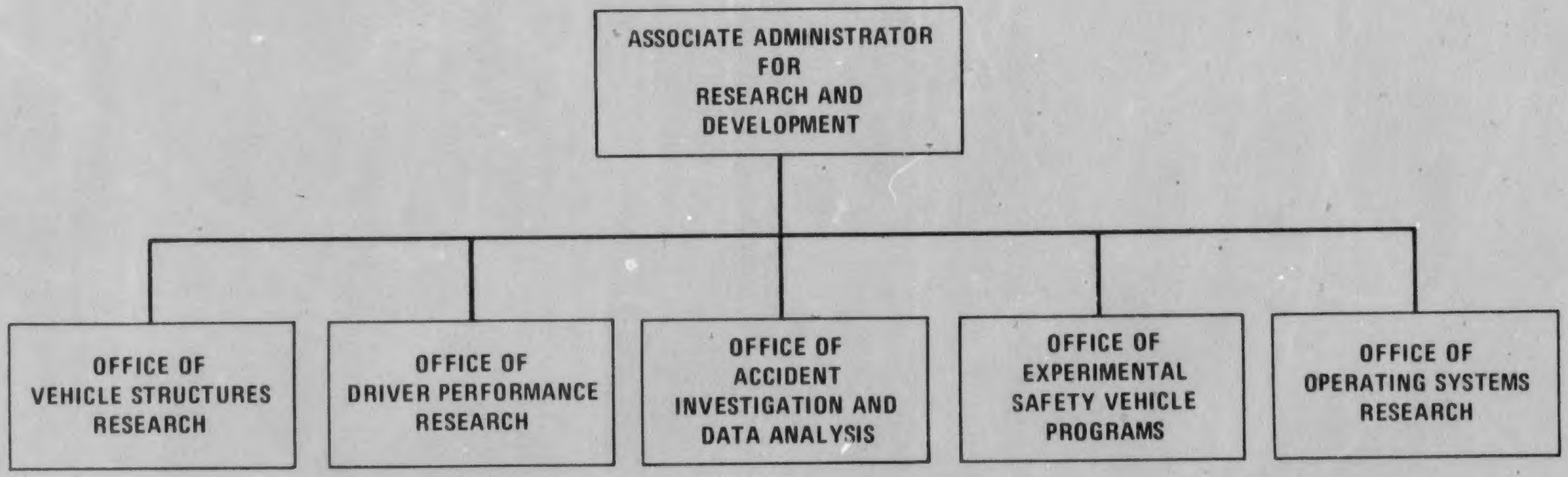
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
ADMINISTRATION


ASSOCIATE ADMINISTRATOR FOR ADMINISTRATION
OFFICE OF PERSONNEL MANAGEMENT
OFFICE OF MANAGEMENT SYSTEMS
OFFICE OF BUDGET
OFFICE OF FINANCIAL MANAGEMENT
OFFICE OF CONTRACTS & PROCUREMENT
OFFICE OF ADMINISTRATIVE SERVICES

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
MOTOR VEHICLE PROGRAMS


ASSOCIATE ADMINISTRATOR FOR MOTOR VEHICLE PROGRAMS
ENGINEERING SYSTEMS STAFF
OFFICE OF STANDARDS FOR VEHICLES-IN-USE
OFFICE OF CRASH-WORTHINESS
OFFICE OF OPERATING SYSTEMS
OFFICE OF DEFECTS INVESTIGATION
OFFICE OF STANDARDS ENFORCEMENT

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
RESEARCH INSTITUTE



ASSOCIATE ADMINISTRATOR
FOR
RESEARCH AND
DEVELOPMENT

OFFICE OF
VEHICLE STRUCTURES
RESEARCH

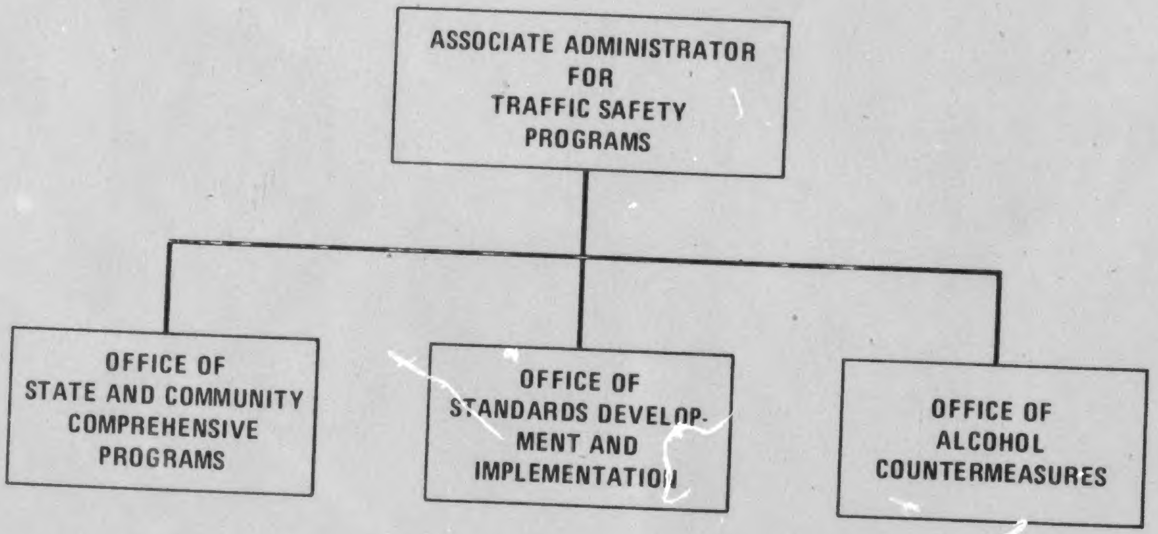
OFFICE OF
DRIVER PERFORMANCE
RESEARCH

OFFICE OF
ACCIDENT
INVESTIGATION AND
DATA ANALYSIS

OFFICE OF
EXPERIMENTAL
SAFETY VEHICLE
PROGRAMS

OFFICE OF
OPERATING SYSTEMS
RESEARCH

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
TRAFFIC SAFETY PROGRAMS



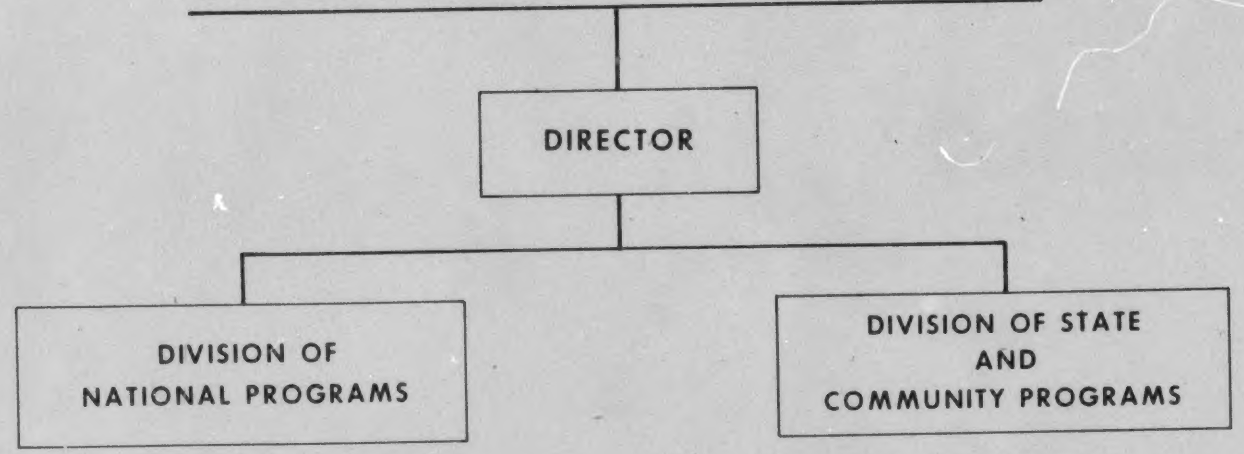
ASSOCIATE ADMINISTRATOR
FOR
TRAFFIC SAFETY
PROGRAMS

OFFICE OF
STATE AND COMMUNITY
COMPREHENSIVE
PROGRAMS

OFFICE OF
STANDARDS DEVELOPMENT AND
IMPLEMENTATION

OFFICE OF
ALCOHOL
COUNTERMEASURES

OFFICE OF ALCOHOL COUNTERMEASURES, TSP


DIRECTOR
DIVISION OF NATIONAL PROGRAMS
DIVISION OF STATE AND COMMUNITY PROGRAMS

- Identify and Develop R&D Program Requirements
- Conduct Program Evaluation
- Develop and Promote Model Legislation
- Conduct National Public Education Program
- Stimulate and Maintain Liaison with Private Sector
- Develop Continuing Liaison with Federal Agencies Engaged in Related Activities
- Develop and Insure Implementation of Training Programs for Alcohol Related Personnel

- Select Section 403 ASAP Sites
- Develop and Manage New ASAP Projects
- Stimulate and Provide Technical Assistance in Section 402 Alcohol Safety Activities
- Provide Guidance and Support to Regions in 402 and 403 Activities
- Review AHSWPs for Alcohol Countermeasure Programs
- Continuing Review of Highway Safety Standard 308 and Alcohol Countermeasure Aspects of Other Standards

Appendix D

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION REGIONS

Region	Location of Regional Office	States
I	Cambridge, Massachusetts	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont
II	Delmar, New York	New York, New Jersey, and Puerto Rico
III	Baltimore, Maryland	Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia
IV	Atlanta, Georgia	Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee
V	Homewood, Illinois	Illinois, Indiana, Minnesota, Michigan, Ohio, and Wisconsin
VI	Fort Worth, Texas	Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
VII	Kansas City, Missouri	Iowa, Kansas, Missouri, and Nebraska
VIII	Denver, Colorado	Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming
IX	San Francisco, California	Arizona, California, Hawaii, and Nevada
X	Portland, Oregon	Alaska, Idaho, Oregon, and Washington

Appendix E

SUBCONTRACT GUIDANCE MATERIALS

FY-71 ALCOHOL SAFETY ACTION PROJECTS

The materials in the appendix are presented strictly as representative samples of subcontracts and provided herein for illustrative purposes only.

The materials were constructed to be compatible with the terms and conditions of a standard contract, the "prime" contract, between DOT-NHTSA and the twenty FY-71 ASAP sites. Because of this, they should not be used for subcontracting by other ASAP sites without additional guidance from the contract technical manager and the contracting officer.

The materials contained in this package include:

1. A subcontract for use with State and local governments and other cooperating agencies of government.
2. A subcontract for use with commercial and non-profit organizations.
3. Additional provisions for cost reimbursement contracts (to be included in subcontracts 1 and 2 above)
4. A subcontract for use with universities and other educational institutions.
5. Additional provisions for cost reimbursement contracts (educational institutions).
   (to be included in subcontract 4 above)
6. Standard Form 32, General Provisions.
   (to be included in all three types of subcontracts listed above)
7. Page 2 of Standard Form 33, Representations, Certifications and Acknowledgements.
   (also to be included in all three types of subcontracts.)

These subcontracts are to be used by the ASAP site organization, the prime contractor, in formalizing agreements with those agencies, companies, etc., which are outside the immediate authority and control of the site organization. In addition, ASAP project directors will be required to negotiate and write agreements, such as memorandums of understanding, with those agencies within the prime contractor's organization which will provide activities and services to the project. A sample of such an instrument is not included in the package. In general, such agreements or memorandums will include:

1. A detailed description of the work or services to be performed.
2. A description of the costs to be reimbursed by the project.

3. The starting date and the duration of the work or services to be provided.
4. A description and schedule of all information and reports to be provided to the project.

This instrument should be signed by the chief officer of the agency or department and by the project director.

RELATED READING:

In performing the above activities the project director should give particular attention to the guidance provided in the following sections of the *Handbook For Project Directors - Alcohol Safety Action Projects* (May 1971 - Draft Copy):

pg. 2-16	*Project Support Services*
pg. 2-18	*Contracts and Agreements*
pg. B-1	*Checklist* (with particular emphasis on the section entitled *Contracts and Agreements* starting pg. B-4)

NHTSA-OAC
June 14, 1971

SUBCONTRACT

Local and State Governments and Cooperating Agencies

Additional Forms to be Attached

1. Pg 2-SF33
2. SF 32
3. Additional Provisions

SUBCONTRACT BETWEEN

(prime) & (sub)

(prime) has a contract (Contract No. ____________) with the United States Department of Transportation, National Highway Traffic Safety Administration, to develop, implement and evaluate a comprehensive countermeasures program designed to reduce the role of alcohol as a contributing factor in highway crashes, and hereby enters into an agreement with (sub) to act as a cooperating agency to perform certain work for (prime) to meet the objectives of the above stated contract.

The cooperating agency agrees to perform all the services set forth in the attached schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the schedule and the general and additional provisions. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Contract Schedule
  - (1) Statement of Work
  - (2) The "Articles" of this schedule
- (b) Additional Provisions

The total amount of this subcontract is $______________, subject to the availability of funds and an executed document in (prime) in accordance with Article_____.

The effective date of this subcontract shall be ____________________.

The (prime) program project director is ____________________.

Name of Cooperating Agency	Name of Prime Contractor
By (Signature) Date	By (Signature) Date
Typed Name	Typed Name
Title	Title

Approved ________________________
Contracting Officer, DOT-NHTSA

This subcontract includes the following which are attached hereto and made a part hereof:

(1) Cover Page
(2) Page 2 of Standard Form 33 - Representations, Certifications and Acknowledgements.
(3) Two (2) Items: Statement of Work and Reports
(4) Eleven (11) Articles
(5) Standard Form 32 - General Provisions (dated Nov. 1969) with clauses 2, 3, 4, 5, 6, 7, 8, 9, and 10 hereby deleted.
(6) Department of Transportation, National Highway Traffic Safety Administration, Additional Provisions for Cost Reimbursement Contracts.

1. STATEMENT OF WORK

(Example of Evaluation Subcontract)

The cooperating agency shall furnish the necessary facilities, materials, personnel and such other services as may be required and in consultation with ______ (prime) ______ evaluate a comprehensive countermeasures program designed to reduce the role of alcohol as a contributing factor in highway crashes. The evaluation component of ______ (prime) ______ proposal entitled ____________________ , dated ______________ is hereby incorporated into the subcontract by reference.

(NOTE: If the cooperating agency is to furnish the Contractor with assistance in managing the program this fact should be included. A brief outline of the countermeasures to be evaluated and/or the areas of management assistance may be included here.)

2. REPORTS

A. The cooperating agency shall furnish the following reports:

(1) A quarterly written progress report in ten (10) copies summarizing accomplishments to date. These reports will cover each consecutive three month period following the effective date of this contract and shall be submitted no later than the fifteenth day following the period reported on.

(2) A "Detailed Project Plan" in ten (10) copies will be submitted no later than five (5) months and fifteen (15) days from the effective date of this contract. The plan shall be prepared in accordance with specific guidelines to be issued by the Government. Approval of the plan by the (prime) will be required as a condition for continuation of work under this contract. This plan will serve in lieu of the second quarterly progress report.

(3) Two annual progress reports in ten (10) copies. The first annual report will cover the accomplishments of the twelve (12) month period immediately preceding that date which is eighteen months after the effective date of this contract and shall be submitted no later than the twenty-first day following the period reported on. The second annual report will cover the accomplishments of the following consecutive twelve (12) month period ending thirty months after the effective date of this contract and shall also be submitted no later than the twenty-first day following the period reported on. These reports will serve in lieu of the sixth and tenth quarterly reports respectively.

(4) A final report in ten (10) copies plus one (1) reproducible copy will be submitted no later than the termination date of the contract.

(a) The final report shall be prepared in accordance with the "Guidelines to Format Standards for Scientific and Technical Reports Prepared by or for the Federal Government." Department of Transportation Regulation 1700-18 dated July 25, 1969, of which paragraph 6, page 4 of Attachment 2 is deleted.

(b) All reports prepared by the cooperating agency shall contain the following statement in the credit sheet:

"Prepared for the (prime) under Contract No.____________________. The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the _______prime."_______

(c) For the purpose of the subcontract, the word "reproducible" means either camera copy prepared for offset printing from which printing negatives and plates can be made, or a set of printing negatives. Camera copy may be any of the following prepared in page format: original typing, reproduction proof from type or engraving, charts or drawings prepared for reproduction, photographic prints or good halftone reproductions or reproduction quality press proofs.

B. All of the copies of the above reports will be submitted to the (Representative of Prime)

(NOTE: The number of copies required and the number of days indicated by underlining above are those of the Contractor to NHTSA. Appropriate changes should be made in the subcontract language so that the contractor will have a sufficient number of copies for his retention in addition to the number to be forwarded to NHTSA, and the days of submission from the cooperating agency to the contractor should be several days prior to the day of submission to NHTSA to allow the contractor to review and comment on the cooperating agency's report.)

ARTICLE I - PERIOD OF PERFORMANCE

All work and services required hereunder, including the submission of the approved final report, shall be completed no later than ______________________subject to the availability of funds and notification to the cooperating agency by the (prime) covering obligations and performance requirements under the contract.

ARTICLE II - CONSIDERATION (ESTIMATED COST)

1. The cooperating agency shall be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Federal Procurement Regulations 1-15.7 and the provisions of Article IV in the amount not to exceed $____________.

2. The amount of funds presently available for payment and allotted to this subcontract is $______________.

3. Subject to the availability of funds and notification to the cooperating agency by ______(prime)______, additional funds will be allotted to this subcontract as follows:

On or Subsequent To	Dollar Amount of Funds
July 1, 1971	$__________
July 1, 1972	$__________
July 1, 1973	$__________

4. A total of ________copies of each invoice must be submitted to the (to be determined by the prime contractor)

ARTICLE III - LIMITATION OF FUNDS

(a) It is estimated that the cost to the (prime) for the performance of this subcontract will not exceed the estimated cost set forth in the Schedule, and the cooperating agency agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this contract within such estimated cost.

(b) The amount presently available for payment and allotted to this contract, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this contract up to the full estimated cost set forth in the Schedule. The cooperating agency agrees to perform or have performed work on this subcontract up to the point at which the total amount paid and payable by the (prime) pursuant to the terms of this contract approximates but does not exceed the total amount actually allotted to the subcontract.

(c) If at any time the cooperating agency has reason to believe that the costs which he expects to incur in the performance of this subcontract in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the total amount then allotted to the subcontract, the cooperating agency shall notify the (prime) in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Sixty (60) days prior to the end of the period specified in the Schedule, the cooperating agency will advise the (prime) in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the subcontract or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the (prime) will, upon written request by the cooperating agency, terminate this subcontract pursuant to the provisions of the Termination clause on such date. If the cooperating agency, in the exercise of his reasonable judgment, estimates that the funds available will allow him to continue to discharge his obligations hereunder for a period extending beyond such date, he shall specify the later date to the (prime).

(d) Except as required by other provisions of this contract specifically citing and stated to be an exception from this clause, the (prime) shall not be obligated to reimburse the cooperating agency for costs incurred in excess of the total amount from time to time allotted to the contract, and the cooperating agency shall not be obligated to continue performance under the subcontract (including actions under the Termination clause) or otherwise to incur costs in excess of the amount allotted to the subcontract, unless and until the (prime) has notified the cooperating agency in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount then allotted to the subcontract. To the extent the amount allotted exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication or representation in any other form or from any person other than the (prime) shall affect the amount allotted to this subcontract. In the absence of the specified notice, the (prime) shall not be obligated to reimburse the cooperating agency for any cost in excess of the total amount then allotted to the subcontract, whether those excess costs were incurred during the course of the subcontract or as a result of termination. When and to the extent that the amount allotted to the subcontract has been increased, any costs incurred by the cooperating agency in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted; unless the (prime) issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

(e) Change orders issued pursuant to the Changes clause of this subcontract shall not be considered an authorization to the cooperating agency to exceed the amount allotted in the Schedule in the absence of a statement in the change order, or other subcontract modification, increasing the amount allotted.

(f) Nothing in this clause shall affect the right of the (prime) to terminate this subcontract. In the event this subcontract is terminated, the (prime) and the cooperating agency shall negotiate an equitable distribution of all property produced or purchased under the subcontract based upon the share of costs incurred by each.

ARTICLE IV - ALLOWABLE COST AND PAYMENT

(a) For the performance of this subcontract, (prime) shall pay to the cooperating agency the cost thereof (hereinafter referred to as "allowable cost") determined by the (prime) to be allowable in accordance with subparts 1-15.7 of part 1-15 of the Federal Procurement Regulations as in effect on the date of this subcontract; and the terms of this subcontract.

(b) Once each month (or at more frequent intervals, if approved by the (prime), the cooperating agency may submit to an authorized representative of the (prime), in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost incurred by the cooperating agency in the performance of this contract and claimed to constitute allowable cost.

(c) Promptly after receipt of each invoice or voucher and statement of cost, the (prime) shall, except as otherwise provided in this subcontract, subject to the provisions of (d) below, make payment thereon as approved by the (prime).

(d) At any time or times prior to final payment under this contract, the (prime) may have the invoices or vouchers and statements of cost audit. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the (prime), on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

(e) On receipt and approval of the invoice or voucher designated by the cooperating agency as the "completion invoice", or "completion voucher" and upon compliance by the cooperating agency with all the provisions of this subcontract (including, without limitation, the provisions relating to patents and the provisions of (f) below) the (prime) shall promptly pay to the cooperating agency any balance of allowable cost, which has been withheld pursuant to (c) above or otherwise not paid to the cooperating agency. The completion invoice or voucher shall be submitted by the cooperating agency promptly following completion of the work under this contract but in no event later than one (1) year (or such longer period as the prime may in his discretion approve in writing) from the date of such completion.

(f) The cooperating agency agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the cooperating agency or any assignee under this contract shall be paid by the cooperating agency to the (prime), to the extent that they are properly allocable to costs for which the cooperating agency has been reimbursed by the (prime) under this subcontract. Reasonable expenses, incurred by the cooperating agency for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the (prime). Prior to final payment under this subcontract the cooperating agency and each assignee under this subcontract whose assignment is in effect at the time of final payment under this subcontract shall execute and deliver -

(i) an assignment to the (prime), in form and substance satisfactory to the (prime) of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the cooperating agency has been reimbursed by the (prime) under this subcontract; and

(ii) a release discharging the (prime), its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this subcontract, subject only to the following exceptions

(A) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statements by the cooperating agency;

(B) claims, together with reasonable expenses incidental thereto, based upon liabilities of the cooperating agency to third parties arising out of the performance of this subcontract; provided, that such claims are not known to the cooperating agency on the date of the execution of the release; and provided further that the cooperating agency gives notice of such claims in writing to the (prime) not more than six (6) years after the date of the release or the date of any notice to the cooperating agency that the (prime) is prepared to make final payment, whichever is earlier.

(g) Any cost incurred by the cooperating agency under the terms of this subcontract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this subcontract, notwithstanding any provisions contained in the specifications or other documents incorporated in this subcontract by reference, designating services to be performed or materials to be furnished by the cooperating agency at his expense or without cost to the (prime).

ARTICLE V - OVERHEAD

Pending the establishment of final overhead rates by audit of actual cost as provided in sub-part 1-15.7 of the Federal Procurement Regulations, the cooperating agency shall be reimbursed for allowable indirect costs hereunder at the provisional rate of __________ percent of the total salary and wages herein reimbursed, excluding overtime and equipment.

ARTICLE VI - TRAVEL

All travel, reimbursable hereunder, shall conform to the following:

A. All travel shall be reimbursed at economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class was not available.

B. All per diem shall be reimbursed in accordance with the contractor's travel policy.

C. All travel outside of the State of ______________ must have the prior approval of the ______(prime)______ in order to be reimbursable hereunder.

ARTICLE VII - RIGHTS IN DATA - TITLE

(a) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is specified to be delivered under this subcontract. The term includes graphic or pictorial delineations in media such as drawings, photographs, slides, viewgraphs, movies and any or all other graphics material; text in specifications or related performance or design type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

(b) All "subject data" first produced in the performance of this subcontract shall be the sole property of (prime). The cooperating agency agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for his own internal use, the cooperating agency shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the ______(prime)______, until such time as the ______(prime)______ may have released such data to the Public.

(c) The cooperating agency agrees to grant and does hereby grant to the (prime) and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this subcontract but which is incorporated in the work furnished under this subcontract; and (2) to authorize others so to do.

(d) The cooperating agency shall indemnify and save and hold harmless (prime) its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery performance, use, or disposition of any data furnished under this subcontract, or (2) based upon any libelous or other unlawful matter contained in such data.

(e) Nothing contained in this clause shall imply a license to the (prime) under any patent or be construed as affecting the scope of any license or other right otherwise granted to the (prime) under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the cooperating agency by the (prime) and incorporated in the work furnished under the subcontract; provided, such incorporated material is identified by the cooperating agency at the time of delivery of such work.

(g) All graphics material outlined in paragraph (a) shall be free from proprietary symbols, logos, trademarks, etc., which would be visible during display or presentation of the graphics by the (prime).

ARTICLE VIII - REPORTS PUBLICATION

a. The cooperating agency shall not publish, copyright, or otherwise disclose, or permit to be disclosed, or published, the results or interim reports of the program covered herein, or any particulars thereof, including forms or other material developed during the period of this contract without the prior written approval of the ____(prime)____ for this express purpose.

ARTICLE IX - INTERPRETATIONS OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than (authorized representative of prime) shall modify or otherwise effect the terms of meaning of this subcontract. The ____(prime's)____ program project director represents the ____(prime)____ in connection with the technical professional work hereunder and shall provide such guidance as is necessary to the conduct of this portion of the program, but he is not authorized to issue any orders which change the Statement of Work, Contract Price, Period of Performance, or any other terms of this subcontract. All changes from the approved cost allocation schedule must have the prior approval of the ____(prime's)____ program project director. The ____(prime)____ shall not be liable for any costs incurred by the cooperating agency which are not in conformance with the written terms of this agreement.

ARTICLE X - CONSULTANT APPROVAL

Each individual consultant, his rate, and the total cost of the service to be performed must have the prior approval of the ____(prime)____ in order to be reimbursable hereunder. All requests for consultant approval will be submitted to the ____(prime)____.

ARTICLE XI - GENERAL PROVISIONS

In all instances in the general and additional provisions, the relationship of the cooperating agency to ____(prime)____ shall be the same as that between the ____(prime)____ and the United States Department of Transportation, National Highway Traffic Safety Administration.

Additional General Provision No. 13, Subcontracts, is hereby altered to require the consent, guidance and approval of the ____(prime)____ for the purchase of any capital equipment exceeding $2,500.00 and for consultant services in any amount. Each individual consultant, his rate, and the total cost of the service performed must have the prior approval of the ____(prime's)____ program project director.

SUBCONTRACT

Commercial and Non-Profit Corporations

Additional Forms to be Attached

1. Pg 2-SF33
2. SF32
3. Additional Provisions

E-13

SUBCONTRACT BETWEEN

(prime) & (sub)

(prime) has a contract (Contract No.__________) with the United States Department of Transportation, National Highway Traffic Safety Administration, to develop, implement and evaluate a comprehensive countermeasures program designed to reduce the role of alcohol as a contributing factor in highway crashes, and hereby enters into an agreement with (sub) to act as a subcontractor to perform certain work for (prime) to meet the objectives of the above stated contract.

The subcontractor agrees to perform all the services set forth in the attached schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the schedule and the general and additional provisions. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Contract Schedule
  - (1) Statement of Work
  - (2) The "Articles" of this schedule
- (b) Additional Provisions

The total amount of this subcontract is $__________, subject to the availability of funds and an executed document in (prime) in accordance with Article____.

The effective date of this subcontract shall be ______________.

The (prime) program project director is ______________.

Name of Subcontractor	Name of Prime Contractor
By (Signature) Date	By (Signature) Date
Typed Name	Typed Name
Title	Title

Approved ________________
Contracting Officer, DOT-NHTSA

This subcontract includes the following which are attached hereto and made a part hereof:

- (1) Cover Page
- (2) Page 2 of Standard Form 33 - Representations, Certifications and Acknowledgements.
- (3) Two (2) Items: Statement of Work and Reports
- (4) Twelve (12) Articles
- (5) Standard Form 32 - General Provisions (dated Nov. 1969) with clauses 2, 3, 4, 5, 6, 7, 8, 9, and 10 hereby deleted.
- (6) Department of Transportation, National Highway Traffic Safety Administration, Additional Provisions for Cost Reimbursement Contracts.

1. STATEMENT OF WORK

(Example of Evaluation Subcontract)

The subcontractor shall furnish the necessary facilities, materials, personnel and such other services as may be required and in consultation with ______(prime)______ evaluate a comprehensive countermeasures program designed to reduce the role of alcohol as a contributing factor in highway crashes. The evaluation component of ______(prime)______ proposal entitled ____________________, dated ______________ is hereby incorporated into the subcontract by reference.

(NOTE: If the subcontractor is to furnish the Contractor with assistance in managing the program this fact should be included. A brief outline of the countermeasures to be evaluated and/or the areas of management assistance may be included here.)

2. REPORTS

A. The subcontractor shall furnish the following reports:

(1) A quarterly written progress report in ten (10) copies summarizing accomplishments to date. These reports will cover each consecutive three month period following the effective date of this contract and shall be submitted no later than the fifteenth day following the period reported on.

(2) A "Detailed Project Plan" in ten (10) copies will be submitted no later than five (5) months and fifteen (15) days from the effective date of this contract. The plan shall be prepared in accordance with specific guidelines to be issued by the Government. Approval of the plan by the (prime) will be required as a condition for continuation of work under this contract. This plan will serve in lieu of the second quarterly progress report.

(3) Two annual progress reports in ten (10) copies. The first annual report will cover the accomplishments of the twelve (12) month period immediately preceding that date which is eighteen months after the effective date of this contract and shall be submitted no later than the twenty-first day following the period reported on. The second annual report will cover the accomplishments of the following consecutive twelve (12) month period ending thirty months after the effective date of this contract and shall also be submitted no later than the twenty-first day following the period reported on. These reports will serve in lieu of the sixth and tenth quarterly reports respectively.

(4) A final report in ten (10) copies plus one (1) reproducible copy will be submitted no later than the termination date of the contract.

(a) The final report shall be prepared in accordance with the "Guidelines to Format Standards for Scientific and Technical Reports Prepared by or for the Federal Government." Department of Transportation Regulation 1700-18 dated July 25, 1969, of which paragraph 6, page 4 of Attachment 2 is deleted.

(b) All reports prepared by the subcontractor shall contain the following statement in the credit sheet:

"Prepared for the (prime) under Contract No. ____________________. The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the ______prime."______

(c) For the purpose of the subcontract, the word "reproducible" means either camera copy prepared for offset printing from which printing negatives and plates can be made, or a set of printing negatives. Camera copy may be any of the following prepared in page format: original typing, reproduction proof from type or engraving, charts or drawings prepared for reproduction, photographic prints or good halftone reproductions or reproduction quality press proofs.

B. All of the copies of the above reports will be submitted to the (Representative of Prime)

(NOTE: The number of copies required and the number of days indicated by underlining above are those of the Contractor to NHTSA. Appropriate changes should be made in the subcontract language so that the contractor will have a sufficient number of copies for his retention in addition to the number to be forwarded to NHTSA, and the days of submission from the subcontractor to the contractor should be several days prior to the day of submission to NHTSA to allow the contractor to review and comment on the subcontractors report.)

ARTICLE I - PERIOD OF PERFORMANCE

All work and services required hereunder, including the submission of the approved final report, shall be completed no later than ______________________ subject to the availability of funds and notification to the subcontractor by the (prime) covering obligations and performance requirements under the contract.

ARTICLE II - CONSIDERATION (ESTIMATED COST AND FIXED FEE)

1. The subcontractor shall be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Federal Procurement Regulations 1-15.2 and the provisions of Article III in the amount not to exceed $____________.

2. For completion of the contractual requirements of this subcontract, ______(prime)______ shall pay the subcontractor the fixed fee of $__________. If ______(prime)______ does not fund each increment, the fee payable shall be that appearing in Paragraphs 3 and 4, Article II.

3. Currently funds in the amount of $__________ are allotted to this subcontract consisting of $__________ cost and $__________ fee.

4. Subject to the availability of funds and notification to the subcontractor by (prime), additional funds will be allotted to this subcontract as follows:

On or Subsequent To	Est. Costs	Fixed Fee	Total Funds
July 1, 1971	$	$	$
July 1, 1972	$	$	$
July 1, 1973	$	$	$

5. A total of ______ copies of each invoice must be submitted to the (to be determined by the prime contractor). The subcontractor may include in his cost reimbursement vouchers an amount for fixed fee, the percentage of which shall not exceed the percentage that costs being claimed bear to the total estimated costs specified in the schedule, subject to the fee withholding provision provided elsewhere in the subcontract.

ARTICLE III - ALLOWABLE COST, FIXED FEE, AND PAYMENT

(a) For the performance of this contract, the (prime) shall pay to the subcontractor -

(i) the cost thereof (hereinafter referred to as "allowable cost") determined by the (prime) to be allowable in accordance with—

(A) Subpart 1-15.2 of Part 1-15 of the Federal Procurement Regulations as in effect on the date of this contract; and

(B) the terms of this subcontract; and

(ii) such fixed fee, if any, as may be provided for in the Schedule.

(b) Once each month the subcontractor may submit to an authorized representative of the (prime), in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost incurred by the subcontractor in the performance of this contract and claimed to constitute allowable cost.

(c) Promptly after receipt of each invoice or voucher and statement of cost, the (prime) shall, except as otherwise provided in this subcontract, subject to the provisions of (d) below, make payment thereon as approved by the (prime). Payment of the fixed fee, if any, shall be made to the subcontractor as specified in the Schedule; provided, however, that after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, the (prime) may withhold further payment of fee until a reserve shall have been set aside in an amount which he considers necessary to protect the interest of the (prime), but such reserve shall not exceed fifteen percent (15%) of the total fixed fee or one hundred thousand dollars ($100,000), whichever is less.

(d) At any time or times prior to final payment under this contract, the (prime) may have the invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction from amounts included in the related invoice or voucher which are found by the (prime) on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

(e) On receipt and approval of the invoice or voucher designated by the subcontractor as the "completion invoice", or "completion voucher" and upon compliance by the subcontractor with all the provisions of this subcontract (including, without limitation, the provisions relating to patents and the provisions of (f) below), the ____(prime)____ shall promptly pay to the subcontractor any balance of allowable cost, and any part of the fixed fee, which has been withheld pursuant to (c) above or otherwise not paid to the subcontractor. The completion invoice or voucher shall be submitted by the subcontractor promptly following completion of the work under this subcontract but in no event later than one (1) year from the date of such completion.

(f) The subcontractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the subcontractor or any assignee under this contract shall be paid by the subcontractor to the ____(prime)____, to the extent that they are properly allocable to costs for which the subcontractor has been reimbursed by the ____(prime)____ under this subcontract. Reasonable expenses incurred by the subcontractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the ____(prime)____. Prior to final payment under this contract, the subcontractor and each assignee under this subcontract whose assignment is in effect at the time of final payment under this contract shall execute and deliver–

(i) An assignment to the ____(prime)____, in form and substance satisfactory to the ____(prime)____, or refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the subcontractor has been reimbursed by the ____(prime)____ under this subcontract; and

(ii) A release discharging the ____(prime)____, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this subcontract, subject only to the following exceptions–

(A) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the subcontractor;

(B) claims, together with reasonable expenses incidental thereto, based upon liabilities of the subcontractor to third parties arising out of the performance of this subcontract; provided, that such claims are not known to the subcontractor on the date of the execution of the release; and provided further that the subcontractor gives notice of such claims in writing to the ____(prime)____ not more than six (6) years after the date of the release or the date of any notice to the subcontractor that the ____(prime)____ is prepared to make final payment, whichever is earlier; and

(C) claims for reimbursement of costs (other than expenses of the subcontractor by reason of his indemnification of the ____(prime)____ against patent liability), including reasonable expenses incidental thereto, incurred by the subcontractor under the provisions of this subcontract relating to patents.

(g) Any cost incurred by the subcontractor under the terms of this subcontract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this subcontract, notwithstanding any provisions contained in the specifications or other documents incorporated in this subcontract by reference, designating services to be performed or materials to be furnished by the subcontractor at his expense or without cost to the ____(prime)____.

ARTICLE IV - LIMITATION OF COST

(a) It is estimated that the total cost to the _____(prime)_____ for the performance of this subcontract, exclusive of any fee, will not exceed the estimated cost set forth in the Schedule, and the subcontractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this subcontract within such estimated cost. If, at any time, the subcontractor has reason to believe that the cost which he expects to incur in the performance of this subcontract in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75%) of the estimated cost set forth in the Schedule, or if, at any time, the subcontractor has reason to believe that the total cost to the _____(prime)_____ for the performance of this subcontract, exclusive of any fee, will be greater or substantially less than the then estimated cost hereof, the subcontractor shall notify the _____(prime)_____ in writing to that effect, giving the revised estimate of such total cost for the performance of this subcontract.

(b) Except as required by other provisions of this subcontract specifically citing and stated to be an exception from this clause, the _____(prime)_____ shall not be obligated to reimburse the subcontractor for costs incurred in excess of the estimated cost set forth in the Schedule, and the subcontractor shall not be obligated to continue performance under this subcontract (including actions under the Termination clause) or otherwise to incur costs in excess of the estimated cost set forth in the Schedule, unless and until the _____(prime)_____ shall have notified the subcontractor in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of performance of this subcontract. No notice, communication or representation in any form or from any person other than the _____(prime)_____ shall affect the estimated cost of this contract.

In the absence of the specified notice, the _____(prime)_____ shall not be obligated to reimburse the subcontractor for any costs in excess of the estimated cost set forth in the Schedule, whether those excess costs were incurred during the course of this subcontract or as a result of termination. When and to the extent that the costs incurred by the subcontractor in excess of the estimated cost prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase; *unless* the _____(prime)_____ issues a termination or other notice and directs that the increase is solely for the purpose of covering termination of other specified expenses.

(c) Change orders issued pursuant to the Changes clause of this contract shall not be considered an authorization to the subcontractor to exceed the estimated cost set forth in the Schedule in the absence of a statement in the change order, or other subcontract modification, increasing the estimated cost.

(d) In the event this subcontract is terminated or the estimated cost not increased the _____(prime)_____ and the subcontractor shall negotiate an equitable distribution of all property produced or purchased under the subcontract based upon the share of costs incurred by each.

ARTICLE V - NEGOTIATED OVERHEAD RATES

(a) Notwithstanding the provisions of the clause of this subcontract entitled "Allowable Cost, Fixed Fee, and Payment", the allowable indirect costs under this subcontract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.

(b) The subcontractor, as soon as possible but not later than ninety (90) days after the expiration of his fiscal year, or such other period as may be specified in the subcontract, shall submit to the ______(prime)______, with a copy to the cognizant audit activity, a proposed final overhead rate or rates for that period based on the subcontractor's acutal cost experience during that period together with supporting cost data. Negotiation of overhead rates by the subcontractor and the ______(prime)______ shall be undertaken as promptly as practicable after receipt of the subcontractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 of the Federal Procurement Regulations as in effect on the date of this subcontract.

(d) The results of each negotiation shall be set forth in a modification to this subcontract, which shall specify (1) the agreed final rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply.

(e) Pending establishment of final overhead rates for any period, the subcontractor shall be reimbursed either at negotiated provisional rates as provided in the subcontract, or at billing rates acceptable to the ______(prime)______, subject to appropriate adjustment when the final rates for the period are established. To prevent substantial over or under payment, and to apply either retroactively or prospectively: (1) Provisional rates may, at the request of either party, be revised by mutual agreement, and (2) billing rates may be adjusted at any time by the ______(prime)______. Any such revision of negotiated provisional rates provided in the subcontract shall be set forth in a modification to this subcontract.

(f) Any failure by the parties to agree on any final rates under this clause shall be considered a dispute concerning a question of fact for decision by the ______(prime)______ within the meaning of the "Disputes" clause of this subcontract.

(g) Pending the establishment of final overhead rates by audit of actual costs as provided in Subpart 1-15.2 of the Federal Procurement Regulation, the subcontractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of ________.

ARTICLE VI - TRAVEL

All travel, reimbursable hereunder, shall conform to the following:

A. All travel shall be reimbursed at economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class was not available.

B. All per diem shall be reimbursed in accordance with the contractor's travel policy.

C. All travel outside of the State of ____________ must have the prior approval of the ______(prime)______ in order to be reimbursable hereunder.

ARTICLE VII - RIGHTS IN DATA - TITLE

(a) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is specified to be delivered under this subcontract. The term includes graphic or pictorial delineations in media such as drawings, or photographs; text in specifications or related performance or design type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses, and similar information incidental to subcontract administration.

(b) All "subject data" first produced in the performance of this subcontract shall be the sole property of the (prime). The subcontractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for his own internal use, the subcontractor shall not publish or reproduce such data in whole or in part, or in any manner or or form, nor authorize others so to do, without the written consent of the (prime) until such time as the (prime) may have released such data to the Public.

(c) The subcontractor agrees to grant and does hereby grant to the (prime) and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this subcontract but which is incorporated in the work furnished under this subcontract; and (2) to authorize others so to do.

(d) The subcontractor shall indemnify and save and hold harmless the (prime), its officer, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery performance, use, or disposition of any data furnished under this subcontract, or (2) based upon any libelous or other unlawful matter contained in such data.

(e) Nothing contained in this clause shall imply a license to the (prime) under any patent or be construed as affecting the scope of any license or other right otherwise granted to the (prime) under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the subcontractor by the (prime) and incorporated in the work furnished under the subcontract; provided, such incorporated material is identified by the subcontractor at the time of delivery of such work.

(g) All graphics material outlined in paragraph (a) shall be free from proprietary symbols, logos, trademarks, etc., which would be visible during display or presentation of the graphics by the (prime).

ARTICLE VIII - REPORTS PUBLICATION

a. The subcontractor shall not publish, copyright, or otherwise disclose, or permit to be disclosed, or published, the results or interim reports of the program covered herein, or any particulars thereof, including forms or other material developed during the period of this contract without the prior written approval of the ______(prime)______ for this express purpose.

ARTICLE IX - KEY PERSONNEL

The subcontractor will assign ____________________ as principle investigator. In the event the principle investigator's activities are terminated, or he is incapacitated due to illness or injury during the performance of this subcontract, the appointment of his replacement and all other key personnel assigned to this program will be subject to the approval ______(prime)______.

ARTICLE X - INTERPRETATIONS OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than (authorized representative of prime) shall modify or otherwise effect the terms of meaning of this subcontract. The ______(prime's)______ program project director represents the ______(prime)______ in connection with the technical professional work hereunder and shall provide such guidance as is necessary to the conduct of this portion of the program, but he is not authorized to issue any orders which change the Statement of Work, Contract Price, Period of Performance, or any other terms of this subcontract. All changes from the approved cost allocation schedule must have the prior approval of the ______(prime's)______ program project director. The ______(prime)______ shall not be liable for any costs incurred by the subcontractor which are not in conformance with the written terms of this agreement.

ARTICLE XI - CONSULTANT APPROVAL

Each individual consultant, his rate, and the total cost of the service to be performed must have the prior approval of the ______(prime)______ in order to be reimbursable hereunder. All requests for consultant approval will be submitted to the ______(prime)______.

ARTICLE XII - GENERAL PROVISIONS

In all instances in the general and additional provisions, the relationship of the subcontractor to ______(prime)______ shall be the same as that between the ______(prime)______ and the United States Department of Transportation, National Highway Traffic Safety Administration.

Additional General Provision No. 13, Subcontracts, is hereby altered to require the consent, guidance and approval of the ______(prime)______ for the purchase of any capital equipment exceeding $2,500.00 and for consultant services in any amount. Each individual consultant, his rate, and the total cost of the service performed must have the prior approval of the ______(prime's)______ program project director.

ADDITIONAL PROVISIONS

For Use With Subcontracts With:

1. State and Local Governments and Cooperating Agencies
2. Commercial and Non-Profit Corporations

DEPARTMENT OF TRANSPORTATION
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
ADDITIONAL PROVISIONS
FOR
COST REIMBURSEMENT CONTRACTS

1. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract), of any invention described in and covered by a patent of the United States (i) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract, or (ii) utilized in the machinery, tools, or methods the use of which necessarily results from compliance by the Contractor or the using subcontractor with (a) specifications or written provisions now or hereafter forming a part of this contract, or (b) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

2. CHANGES

a. The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following:

(1) drawings, designs, or specifications;
(2) method of shipment or packing; and
(3) place of inspection, delivery, or acceptance.

b. If any such change causes an increase or decrease in the estimated cost of, or the time required for the performance of any part or the work under this contract, whether changed or not changed by any such order, or otherwise affects any other provision of this contract, an equitable adjustment shall be made:

(1) in the estimated cost or delivery schedule, or both;
(2) in the amount of any fixed fee to be paid to the Contractor; and
(3) in such other provisions of the contract as may be affected, and the contract shall be modified in writing accordingly.

Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, except as provided in paragraph c. below, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

c. Notwithstanding the provisions of paragraphs a. and b. above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance thereof, shall not be increased or deemed to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until such modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the clause of this contract entitled "Limitation of Funds"

3. COMPETITION IN SUBCONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

4. EXAMINATION OF RECORDS

a. (1) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (4) below any books, documents, papers, or records of the Contractor, that directly pertain to, and involve transactions relating to this contract or subcontracts hereunder for inspection, audit or reproduction by any authorized representative of the Comptroller General.

(3) In the event the Comptroller General or any of his duly authorized representatives determine that his audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the Contracting Officer, such documentary evidence in support of transportation costs as may be required by the Comptroller General or any of his duly authorized representatives.

(4) Except for documentary evidence delivered to the Government pursuant to subparagraph (3) above, the Contractor shall preserve and make available his records (i) until expiration of three years after final payment under this contract, or of the time periods specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier; and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by (a) or (b) below.

(a) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of three years from the date of any resulting final settlement, or of the time periods specified in Part 1–20 of the Federal Procurement Regulations (41 CFR Part 1–20), whichever expires earlier.

(b) Records which relate to (i) appeals under the "Disputes" clause of this contract, (ii) litigation or the settlement of claims arising out of the performance of this contract, or (iii) cost and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representaties, shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

(5) Except for documentary evidence delivered pursuant to subparagraph (3) above, and the records described in supparagraph (4) b. above, the Contractor may in fulfillment of his obligation to retain his records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Contracting Officer with the concurrence of the Comptroller General or his duly authorized representative.

(6) The provisions of this paragraph a., including this subparagraph (6), shall be applicable to and included in each subcontract hereunder which is on a cost, cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

b. The Contractor further agrees to include in each of his subcontracts hereunder, other than those set forth in subparagraph a. (6) above, a provision to the effect that the subcontractor agrees that the Comptroller General or any of his duly authorized representatives, shall, until the expiration of three years after final payment under the subcontract, or of the time periods specified in Part 1–20 of the Federal Procurement Regulations (41 CFR Part 1–20), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor that directly pertain to, and involve transactions relating to the subcontract. The term "subcontract", as used in the paragraph b. only, excludes (i) purchase orders not exceeding $2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

5. GENERAL SERVICES ADMINISTRATION SUPPLY SOURCES

The Contracting Officer may issue the Contractor an authorization to utilize General Services Administration supply sources for property to be used in the performance of this contract. Title to all property acquired under such an authorization shall be in the Government. All property acquired under such an authorization shall be subject to the provisions of the clause of this contract entitled "Government Property", except b. and c. thereof.

6. GOVERNMENT PROPERTY

a. **Property administration.** The Contractor shall establish and administer a system to control, protect, preserve, and maintain Government property in his possession or under his control or that of his subcontractors. Such a system must be satisfactory to the Contracting Officer, and in accordance with this clause and any other requirements of the contract.

b. **Government-furnished property.** Unless otherwise specified in the contract, the Contractor shall submit a written request stating desired delivery dates for items of Government-furnished property (GFP) specified in the contract. Upon receipt by the Contracting Officer of the written request by the Contractor, the Government shall deliver to the Contractor, for use in connection with and under the terms of the contract, the property described in the Schedule (or Specifications) together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-furnished property suitable for use (except for such property furnished "as is" or otherwise specified) will be delivered to the Contractor at the times stated in the schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. The Contractor's request shall allow a minimum of 30 days for delivery of such property unless otherwise prescribed in the contract. If the Government-furnished property has not been received five (5) days prior to the date it is required, immediate notification shall be given the Contracting Officer. Failure to give such notice may preclude consideration based upon late delivery. If such timely notice has been given and the Government-furnished property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor and shall equitably adjust the estimated cost, fixed-fee, or delivery or performance dates or all of them or combination of applicable contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes". Except for the Government-furnished property furnished "as is" in the event the Government-furnished property is received by the Contractor in a condition not suitable for the intended use the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, (i) return such property at the Government's expense, or (ii) effect repairs or modifications or (iii) otherwise dispose of the property. Upon the completion of (i) (ii) or (iii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the estimated cost, fixed-fee or delivery or performance dates, or combination of applicable contractual provisions affected by the disposition, or the repair or modification, in accordance with the procedures provided for in the clause of this contract entitled "Changes". The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of such property in a condition not suitable for its intended use.

c. **Changes in Government-furnished property.**

(1) By notice in writing, the Contracting Officer may (i) decrease the property provided or to be provided by the Government under this contract, or (ii) substitute other Government-owned property for property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal and shipping of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to subparagraph (1) above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Government had agreed

in the Schedule to make available for the performance of this contract, the Contracting Officer, upon the written request of the Contractor (or on his own initiative if the substitution of property causes a decrease in the cost of performance), shall equitably adjust such contractual provisions as may be affected by the decrease, substitution, or withdrawal, in accordance with the procedures provided for in the "Changes" clause of this contract.

d. **Title to property.** Title to the Government-furnished property shall remain in the Government. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Government upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Government, whichever occurs first. All Government-furnished property, together with all property acquired by the Contractor title to which vests in the Government under this paragraph, is subject to the provisions of this clause and is hereinafter collectively referred to as "Government property". Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

e. **Use of Government property.** The Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of this contract.

f. **Maintenance and repair of Government property.** The Contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, repair, protection, and preservation of Government property, while in custody of the contractor. In the event that any damage occurs to Government property the risk of which has been assumed by the Government under this contract, the Government shall replace such items or the Contractor shall make such repair of the property as the Government directs; provided however, that if the Contractor cannot effect such repair within the time required, the Contractor shall dispose of such property in the manner directed by the Contracting Officer. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the Government is responsible, and an equitable adjustment will be made in any contractual provisions affected by such repair or replacement of Government property made at the direction of the Government, in accordance with the procedures provided for in the "Changes" clause of this contract. Where replacement parts are provided at the expense of the Government, the parts which are displaced remain the property of the Government. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at his own expense.

g. **Risk of loss, damage.**

(1) The Contractor shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any one of the Contractor's directors of officers or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of:

  (a) all or substantially all of the Contractor's business; or

  (b) all or substantially all of the Contractor's operations at any one plant or separate location, in which this contract is being performed; or

  (c) a separate and complete major industrial operation in connection with the performance of this contract;

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or other representatives mentioned in subparagraph (i) above

  (a) to maintain and administer, in accordance with sound industrial practice, the program for maintenance, repair, protection and preservation of Government property as required by paragraph f. hereof, or

  (b) to take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under paragraph f. hereof;

(iii) for which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the Schedule;

(iv) which results from a risk expressly required to be insured under this contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; provided that, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception. If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of or damage to the property as set forth below. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of or damage to the property while in the latter's possession or control, except to the extent that the subcontract, with the prior approval of the Contracting Officer, provides for the relief of the subcontractor for such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or from the utilization of the property in accordance with the provisions of the prime contract.

(2) Contractor shall not be reimbursed for, and shall not include as an item erhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Contractor to carry such insurance under any other provisions of the contract.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Contractor shall notify the Contracting Officer thereof, and

shall communicate with the Loss and Salvage Organization, if any, now or hereafter designated by the Contracting Officer, and with the assistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has designated that no such organization be employed), shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of—

(i) the lost, destroyed and damaged Government property;
(ii) the time and origin of the loss, destruction or damage;
(iii) all known interests in commingled property of which the Government property is a part; and
(iv) the insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall make repairs and renovations of the damaged Government property or take such other action, as the Contracting Officer directs.

(4) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, he shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall otherwise reimburse the Government, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where the subcontractor has not been relieved from liability for any loss or destruction of or damage to Government property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the Government property for the benefit of the Government.

(5) Except to the extent that the Contractor is relieved of liability for the loss, destruction, or damage to the property, the property shall be returned to the Government or otherwise disposed of as directed by the Government, in as good condition as when received, less ordinary wear and deterioration.

h. **Access**. The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property, or inventorying the same, of removing any part or all of the same, or for determining complaints with terms of the contract.

i. **Final accounting and disposition of Government property.** Upon the completion of this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not justifiably consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government and shall prepare for shipment, deliver f.o.b. origin (unless otherwise provided in the contract) or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by the contract or shall be paid in such other manner as the Contracting Officer may direct.

j. **Notification.** The Contractor shall notify the Contracting Officer as soon as Government property is no longer required for performance of the contract. All shipments of Government-furnished property not delivered as an item of the contract, and residual contractor-acquired property, shall be effected only upon receipt of shipping instructions signed by the Contracting Officer, Property Administrator or Disposal Officer.

k. **Restoration of Contractor's premises and abandonment.** Unless otherwise provided herein, the Government:

  (i) may abandon any Government property in place, and thereupon all obligations of the Government regarding such abandoned property shall cease;

  (ii) shall not be under any duty or obligation to restore or rehabilitate, or to pay the costs of the restoration or rehabilitation of, the Contractor's plant or any portion thereof which is affected by the abandonment or removal of any Government property.

  (iii) shall be indemnified against all suits or claims arising out of the Government's failure to restore or rehabilitate the Contrator's property or the property of subcontractors, except for such damage as may be occasioned by the negligence of the Government, its agents, its employees, or independent contractors.

Communication.—All communications issued pursuant to this clause shall be in writing.

7. GRATUITIES

a. The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the agency head or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending; or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the agency head or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in paragraph a. hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the agency head or his duly authorized representative) which shall be not less than three or more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. INSPECTION

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. INSURANCE-LIABILITY TO THIRD PERSONS

a. The Contractor shall procure and thereafter maintin workmen's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive automobile liability (bodily injury and property damage) insurance with respect to performance under this contract, and such other insurance as the Contracting Officer may from time to time require with respect to performance under this contract: Provided, That the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program: And provided further, That with respect to workmen's compensation the Contractor is qualified pursuant to statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amount, and for such periods of time, as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.

b. The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer any other insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder.

c. The Contractor shall be reimbursed: (1) For the portion allocable to this contract of the reasonable cost of insurance as required or approved pursuant to the provisions of this clause, and (2) for liabilities to third persons for loss of or damage to property (other than property (i) owned, occupied or used by the Contractor or rented to the Contractor or (ii) in the care, custody, or control of the Contractor), or for death or bodily injury, not compensated by insurance or otherwise, arising out of the performance of this contract, whether or not caused by the negligence of the Contractor, his agents, servants or employees: Provided, Such liabilities are represented by final judgments or by settlements approved in writing by the Government and expenses incidental to such liabilities, except liabilities A. for which the Contractor is otherwise responsible under the express terms of the clause or clauses, if any, specified in the Schedule, or B. with respect to which the Contractor has failed to insure as required or maintain insurance as approved by the Contracting Officer or C. which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who has supervision or direction of (1) all or substantially all of the Contractor's business, or (2) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or (3) a separate and complete major industrial operation in connection with the performance of this contract. The foregoing shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required to be submitted for approval or required to be procured and maintained pursuant to the provisions of this clause: Provided, Such cost would constitute allowable cost under the clause of this contract entitled "Allowable Cost, Fixed Fee and Payment."

d. The Contractor shall give the Government or its representatives immediate notice of any suit or action filed, and prompt notice of any claim made, against the Contractor arising out of the performance of this contract, the cost the expense of which may be reimbursable to the Contractor under the provisions of this contract, and the risk of which is then uninsured or in which the amount claimed exceeds the amount of coverage. The Contractor shall furnish immediately to the Government copies of all pertinent papers recieved by the Contractor. If the amount of the liability claimed exceeds the amount of covereage, the Contractor shall authorize representatives of the Government to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. If the liability is not insured or covered by bond, the Contractor shall, if required by the Government, authorize representatives of the Government to settle or defend any such claim and to represent the Contractor in or take charge of any litigation in connection therewith; Provided, That the Contractor may, at his own expense, be associated with the representatives of the Government in the settlement or defense of any such claim or litigation.

10. NOTICE OF DELAYS

a. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this contract (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Contracting Officer, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Government of any rights or remedies to which it is entitled by law or pursuant to provisions of this contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

b. The Contractor agrees to insert the substance of this clause, including this paragraph b., in any subcontract hereunder; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect thereto.

11. PATENT RIGHTS (LICENSE)

a. Definition Used in this Clause.

(1) **Subject invention** means any invention or discovery, whether or not patentable, conceived or first actually reduced to practice in the course of or under this contract. The term "subject invention" includes, but is not limited to, any art, method, process, machine, manufacture, design or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the patent laws of the United States of America or any foreign country.

(2) **Governmental purpose** means the right of the Government of the United States (including any agency thereof, state or domestic municipal government) to practice and have practiced (make or have made use or have used,

sell or have sold) any subject invention throughout the world by or on behalf of the Government of the United States, (including any agency thereof, state or domestic municipal government).

(3) **Contract** means any contract, agreement, grant, or other arrangement, or subcontract entered into with or for the benefit of the Government where a purpose of the contract is the conduct of experimental, developmental, or research work.

(4) **Subcontract and subcontractor** mean any subcontract or subcontractor of the Contractor, any lower-tier subcontract or subcontractor under this contract.

(5) **To bring to the point of practical application** means to manufacture in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine or system and, in each case, under such conditions as to establish that the invention is being worked and that its benefits are reasonably accessible to the public.

b. **Rights granted to the Government**

(1) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, and royalty-free license to practice and have practiced each subject invention (made by the Contractor) throughout the world for Government purposes, and including the practice of each such subject invention (i) in the manufacture, use, and disposition of any article or material, (ii) in the use of any method, or (iii) in the performance of any service, acquired by or for the Government or with funds derived through the Military Assistance Program of the Government or funds otherwise derived through the Government.

(2) The Contractor further agrees to grant, upon the request of the Government, a license under any subject invention (made by the Contractor) to:

(i) Any applicant on a nonexclusive, royalty-free basis, unless the contractor his licensee, or his asignee demonstrates to the Government at its request, that effective steps have been taken within 3 years after patent issues on such invention. to bring the invention to the point of practical application or that the invention has been made available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why the principal or exclusive rights should be retained for a further period of time;

(ii) Any applicant royalty-free or on terms that are reasonable in the circumstances to the extent that the invention is required for public use by Governmental regulations or as may be necessary to fulfill health, needs, or for other public purposes stipulated in the Schedule of this contract.

Nothing contained in this Patent Rights clause shall be deemed to grant any rights with respect to any invention other than a subject invention.

c. **Invention disclosures and reports.** With respect to subject inventions (made by the Contractor), except those which are obviously unpatentable under the patent laws of the United States, the Contractor shall furnish to the Contracting Officer:

(1) A written disclosure of each such invention within six (6) months after conception or first actual reduction to practice, whichever occurs first under this

contract, sufficiently complete in technical detail to convey to one skilled in the art to which the invention pertains a clear understanding of the naturel purpose, operation, and to the extent known, the physical, chemical, or electrical characteristics of the invention, together with a written statement making an election as to whether a United States patent application claiming the invention will be filed by or on behalf on the Contractor; provided, where the Contractor elects to file but is unable to submit a complete disclosure, the Contractor shall within said six (6) months period submit a disclosure which includes all such technical detail then known to him and shall, within six (6) months after his election to file (or such longer period as may be authorized by the Contracting Officer under d. (1) below,) submit all other technical detail necessary to complete the disclosure or a copy of the patent application;

(2) Interim reports at least every twelve (12) months, the initial period of which shall commence with the date of this contract, each report listing all such inventions conceived or first actually reduced to practice more than six (6) months prior to date of the report and not listed on a prior interim report, or certifying that there are no such unreported inventions:

   a. Any applicant on a nonexclusive, royalty-free basis, unless the Contractor, his licensee, or his assignee demonstrates to the Government, at its request, that effective steps have been taken within three years after a patent issues on such invention, to bring the invention to the point of practical application or that the invention has been made available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why the principal or exclusive rights should be retained for a further period of time;

   b. Any applicant royalty-free or on terms that are reasonable in the circumstances to the extent that the invention is required for.

(3) Prior to final settlement of this contract, a final report listing all such inventions including all those previously listed in interim reports, or certifying that there are no such unreported inventions (This Final Report and any Interim Report under (2) above shall be submitted in format acceptable to the Contracting Officer); and

(4) Written reports at reasonable intervals, prior to and after final settlement, when requested by the Government as to

   (a) The commercial use that is being made or is intended to be made of such invention;

   (b) The steps taken by the Contractor to bring the invention to the point of practical application, or to make the invention available for licensing.

d. **Domestic filing.** In connection with each subject invention referred to in c. (1) above:

(1) If the Contractor has elected to file a United States patent application claiming such invention, the Contractor shall, within six (6) months after the election (or such longer period, not to exceed one (1) year after such election, as may be authorized by the Contracting Officer), file or cause to be filed such application in due form, shall notify the Contracting Officer of such filing, and shall deliver to the Contracting Officer, within two (2) months after such filing or within two (2) months of the first written disclosure of such invention if a patent application previously has been filed, a duly executed license, in triplicate, fully confirmatory of all rights to which the Government is entitled

under this clause; if the Contractor does not file or cause to be filed such application, he shall so notify the Contracting Officer within the six (6) month period or such longer period as may be authorized above.

(2) The following statement shall be included within the first paragraph of the specification of any patent application filed and any patent issued on an invention which was made under a Government contract or subcontract thereunder: "The invention herein described was made in the course of or under a contract or subcontract thereunder, (or grant) with the Department of Transportation."

(3) If the Contractor has elected not to file or to cause to be filed a United States patent application claiming such invention, or has made the contrary election but has not filed or caused to be filed such application within six (6) months after the election, or such longer period as may be authorized above, the Contractor shall:

(a) Inform the Contracting Office in writing, as soon as practicable, of the date and identity of any public use, or publication of such invention made by or known to the Contractor or of any contemplated publication by the Contractor;

(b) Upon written request, convey to the Government the Contractor's entire right, title and interest in such invention by delivering to the Contracting Officer such duly executed instruments (prepared by the Government) of assignment and application, and such other papers as are deemed necessary to vest in the Government the entire right, title, and interest aforesaid, and the right to apply for and prosecute patent applications covering such invention throughout the world, subject to the reservation of a nonexclusive and royalty-free license to the Contractor (and to his existing and future associated and affiliated companies, if any, within the corporate structure of which the Contractor is a part) which license shall be assignable to the successor of that part of the Contractor's business to which such invention pertains;

(4) The Contractor shall furnish promptly to the Contracting Officer on request an irrevocable power of attorney to inspect and make copies of each United States patent application filed by or on behalf of the Contractor covering any such invention; and

(5) In the event the Contractor, or those other than the Government deriving rights from the Contractor, elects not to continue prosecution of any such United States Patent application filed by or on behalf of the Contractor, the Contractor shall so notify the Contracting Officer not less than sixty (60) days before the expiration of the response period and, upon written request, deliver to the Contracting Officer such duly executed instruments (prepared by the Government) as are deemed necessary to vest in the Government the entire right, title, and interest in such invention and the application, subject to the reservation as specified in paragraph d. (3) (b) of this clause:

e. **Foreign filing.** The Contractor, or those other than the Government deriving rights from the Contractor, shall as between the parties hereto, have the exclusive right, subject to the rights of the Government under paragraph b. of this clause, to file application on subject inventions (made by the Contractor) in each foreign country within:

(1) Nine (9) months from the date a corresponding United States application is filed, or nine (9) months from the date the Contractor discloses a subject

invention under paragraph c. (1) above with an election not to file a United States application;

(2) Six (6) months from the date permission is granted to file foreign applications where such filing had been prohibited for security reasons; or

(3) Such longer period as may be approved by the Contracting Officer.

The Contractor shall notify the Contracting Officer of each foreign application filed and, upon written request of the Contracting Officer, furnish an English translation of such foreign application, and convey to the Government the entire right, title, and interest in each such subject invention in each foreign country in which an application has not been filed within the time above specified, subject to the reservation as specified in paragraph d. (3) (b) of this clause.

f. **Withholding of payment.**

(1) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer the final report required by c. (3), all written invention disclosures required by c. (1), all confirmatory licenses required by d. (1), and all information as to subcontracts required by g.

(2) If at any time before final payment under this contract the Contractor fails to deliver an interim report required by c. (2), a written invention disclosure required by c. (1), or a confirmatory license required by d. (1), the Contracting Officer shall withhold from payment $50,000 or five percent (5%) of the amount of this contract whichever is less (or whatever lesser sum is available if payments have exceeded ninety-five percent (95%) of the amount of this contract) until the Contractor corrects all such failures.

(3) After payments total eighty percent (80%) of the amount of this contract, and if no amount is required to be withheld under (2) above, the Contracting Officer may, if he deems such action warranted because of the Contractor's performance under the Patent Rights clause of this contract or other known Government contracts, withhold from payment such sum as he consiners appropriate, not exceeding $50,000 or five percent (5%), of the amount of this contract, whichever is less, to be held as a reserve until the Contractor delivers all the reports, disclosures, licenses, and information specified in (1) above. Subject to the five percent (5%) or $50,000 limitation, the sum withheld under this subparagraph (3) may be increased or decreased from time to time at the discretion of the Contracting Officer.

(4) No amount shall be withheld under this paragraph f. while the amount specified by this paragraph is being withheld under other provisions of this contract. The total amount withheld under (1), (2) and (3) above shall not exceed $50,000 or five percent (5%) of the amount of this contract whichever is less. The withholding of any amount or subsequent payment thereof to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract. This paragraph shall not be construed as requiring the Contractor to withhold any amounts from a subcontractor to enforce compliance with the patent provision of a subcontract. As used in this paragraph f., "this contract" means "this contract as from time to time amended." In cost-type contracts, "amount of this contract" means "estimated cost of this contract".

g. **Subcontracts.**

(1) The Contractor shall, unless otherwise authorized or directed by the Contracting Officer, include a patent rights clause containing all of the provisions of

this Patent Rights clause except provision f., in any subcontract hereunder where a purpose of the subcontract is the conduct of experimental, developmental, or research work. In the event of refusal by a subcontractor to accept this Patent Rights clause, the Contractor.

(a) Shall promptly submit a written report to the Contracting officer setting forth the subcontractor's reason for such refusal or the reasons the Contractor is of the opinion that the inclusion of this clause would be so inconsistent, and other pertinent information which may expedite disposition of the matter; and

(b) Shall not proceed with the subcontract without the written authorization of the Contracting Officer.

The Contractor shall not, in any subcontract or by using such a subcontract as consideration thereofre, acquire any rights to subject inventions for his own use (as distinguished from such rights as may be required solely to fulfill his contract obligations to the Government in the performance of this contract). Reports, instruments, and other information required to be furnished by a subcontractor to the Contracting Officer under the provisions of such a patent rights clause in a subcontract hereunder may, upon mutual consent of the Contractor and the subcontractor (or by direction of the Contracting Officer) be furnished to the Contractor for transmission to the Contracting Officer.

(2) The Contractor at the earliest practicable date, shall also notify the Contracting Officer in writing of any subcontract containing a patent rights clause, furnish to the Contracting Officer a copy of such subcontract, and notify him when subcontract is completed. It is understood that the Government is a third party beneficiary of any subcontract clause granting rights to the Government in subject inventions, and the Contractor hereby assigns to the Government all the rights that he would have to enforce the subcontractor's obligations for the benefit of the Government with respect to subjct inventions. If there are no subcontracts containing patent rights clauses, a negative report is required. The Contractor shall not be obligated to enforce the agreements of any subcontractor hereunder relating to the obligations of the subcontractor to the Government in regard to subject inventions.

h. **Licenses granted by Contractor to others subject to Government's rights.** The Contractor recognizes that the Government, or a foreign government with funds derived through the Military Assistance Program or otherwise through he United States Government, may contract for property or services with respect to which the vendor may be liable to the Contractor for royalties for the use of a subject invention on account of such a contract. The Contractor further recognizes that it is the policy of the Government not to pay in connection with its contracts, or to allow to be paid in connection with contracts made with funds derived through the Military Assistance Program or otherwise through the United States Government, charges for use of patents in which the Government holds a royalty-free license. In recognition of this policy, the Contractor agrees to participate in and make appropriate arrangements for the exclusion of such charges from such contracts or for the refund of amounts received by the Contractor with respect to any such charges not so excluded.

i. **Rights to disclose subject inventions.** The Government may duplicate and disclose reports and disclosures of subject inventions required to be furnished by the Contractor or a subcontractor pursuant to this Patent Rights Clause.

j. **Forfeiture of rights in unreported subject inventions.** The Contractor shall forfeit to the Government all rights in any subject invention which he fails to report to the Contracting Officer at or prior to the time he (i) files or causes to be filed a United States or foreign application thereon, or (ii) submits the final report required by c. (3) of this clause, whichever is later, provided, that the Contractor shall not forfeit rights in a subject invention if (A) contending that the invention is not a subject invention, he nevertheless reports the invention and all facts pertinent to his contention to the Contracting Officer within the time specified in (i) or (ii) above, or (B) he establishes that the failure to report was due entirely to causes beyond his control and without his fault or negligence. The Contractor shall be deemed to hold any such forfeited subject invention, and the patent applications and patents pertaining thereto, in trust for the Government pending written assignment of the invention. The rights accruing to the Government under this paragraph shall be in addition to and shall not supersede any other rights which the Government may have in relation to unreported subject inventions. Nothing contained herein shall be construed to require the Contractor to report any invention which is not in fact a subject invention.

k. **Examination of records relating to inventions.** The Contracting Officer or his authorized representative shall, until the expiration of three (3) years after final payment under this contract, have the right to examine any books, records, documents, and other supporting data of the Contractor which the Contracting Officer or his authorized representative shall reasonably deem directly pertinent to the discovery or identification of subject invention or to compliance by the Contractor with the requirements of this clause.

12. PAYMENT FOR OVERTIME PREMIUMS

a. Allowable cost shall not include any amount on account of overtime premiums except when (i) specified in d. below or (ii) paid for work—

(1) necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) by indirect labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) in the performance of tests, industrial processes, laboratory procedures, loading or unloading of transportation media, and operations in flight or afloat, which are continyous in nature and cannot reasonably be interrupted or otherwise completed; or

(4) which will result in lower cost to the Government.

b. The cost of overtime premiums otherwise allowable under a. above shall be allowed only to the extent the amount thereof is reasonable and properly allocable to the work under this contract.

c. Any request for overtime, in addition to any amount specified in d. below, will be for all overtime which can be estimated with reasonable certainty shall be used for the remainder of the contract, and shall contain the following:

(i) identification of the work unit, such as the department or section in which the requested overtime will be used, together with present workload, manning and other data of the affected unit, sufficient to permit an evaluation by the Contracting Officer of the necessity for the overtime;

(ii) the effect that denial of the request will have on the delivery or performance schedule of the contract;

(iii) reasons why the required work cannot be performed on the basisof utilizing multishift operations or by the employment of addional personnel; and

(iv) the extent to which approval of overtime would affect the performance or payments in connection with any other Government contracts, together with any identification of such affected contracts.

d. The Contractor is authorized to perform overtime, in addition to that performed under a. (ii), to the extent that the overtime premium does not exceed

13. SUBCONTRACTS

No contract exceeding $2,500 shall be made bythe contractor with any other party for furnishing any of the work or services herein contracted for without the consent, guidance and approval of the Contracting Officer. Any subcontract hereunder must be annotated "approved" by the Contracting Officer before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the contractor and personnel assigned for services thereunder.

14. TERMINATION FOR DEFAULT OR FOR CONVENIENCE OF THE GOVERNMENT

a. The performance of work under the contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part:

(1) Whenever the Contractor shall default in performance of this contract in accordance with its terms (including in the term "default" any such failure by the Contractor to make progress in the prosecution of the work hereunder as endangers such performance), and shall fail to cure such default within a period of ten days (or such longer period as the Contracting Officer may allow) after receipt from the Contracting Officer of a notice specifying the default: or

(2) Whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government.

Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying whether termination is for the default of the Contractor or for the convenience of the Government, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If, after notice of termination of this contract for default under (1) above, it is determined for any reason that the Contractor was not in default pursuant to (1), or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor pursuant to the provisions of the clause of this contract relating to excusable delays, the Notice of Termination shall be deemed to have been issued under (2) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

b. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;

(2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(4) Assign to the Government, in the manner and to the extent directed by the Contractng Officer, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) With the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract;

(6) Transfer title to the Government (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in respect of the performance of, the work terminated by the Notice of Termination: (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would be required to be furnished to the Government; and (iii) the jigs, dies, and fixtures and other special tools and tooling acquired or manufactured for the performance of this contract for the cost of which the Contractor has been or will be reimbursed under this contract;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: Provided, however, That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: And provided further, That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct:

(8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of the fee, or any item of reimbursable cost, under this clause. At any time after expiration of the plant clearance period, as defined in Subpart 1-8.1 of the Federal Procurement Regulations (41 CFR 1-8.1), as the definition may be amended from time to time, the Contractor may submit to the

Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept such items and remove them or enter into a storage agreement covering the same: Provided, That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within forty-five (45) days from he date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

c. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by thec ontracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

d. Subject to the provisions of paragraph c. and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid (including an allowance for the fee) to the Contractor by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

e. In the event of the failure of the Contractor and the Contracting Office to agree in whole or in part, as provided in paragraph d., as to the amounts with respect to costs and fee, or as to the amount of the fee, to be paid to the Contractor in connection with the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amount determined as follows:

(1) If the settlement includes cost and fee—

(i) There shall be included therein all costs and expenses reimbursable in accordance with this contract, not previously paid to the Contractor for the performance of this contract prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the Contracting Officer: Provided, however, That the Contractor shall proceed as rapidly as practicable to discontinue such costs;

(ii) There shall be included therein so far as not included under (i) above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph b. (5) above, which are properly chargeable to the terminated portion of the contract;

(iii) There shall be included therein the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of termination inventory: Provided, however, That if the termination is for default of the Contractor there shall not be included any amounts for the preparation of the Contractor's settlement proposal: and

(iv) There shall be included therein a portion of the fee payable under the contract dtermined as follows—

(a) In the event of the termination of this contract for the convenience of the Government and not for the default of the Contractor, there shall be paid a percentage of the fee equivalent to the percentage of the completion of work contemplated by the contract, less fee payments previously made thereunder: or

(b) In the event of the termination of this contract for the default of the Contractor, the total fee payable shall be such proportionate part of the fee (or, if this contract calls for articles of different types of such part of the fee as is reasonably allocable to the type of article under consideration) as the total number of articles delivered to and accepted by the Government bears to the total number of articles of a like kind called for by this contract.

If the amount determined under this subparagraph (1) is less than the total payment theretofore made to the Contractor, the Contractor shall repay to the Government the excess amount.

(2) If the settlement includes only the fee, the amount thereof will be determined in accordance with subparagraph (1) (iv) above.

f. The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the Contracting Officer under paragraph c. or e. above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above, and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph c. or e. above, the Government shall pay to the Contractor the following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or (2) if an appeal has been taken, the amount finally determined on such appeal.

g. In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Government may have against the Contractor in connection with this contract, and (3) the agreed price for, or the proceeds of sale of, any materials supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to the Government.

h. In the event of a partial termination, the portion of the fee which is payable with respect to the work under the continued portion of the contract shall be equitably adjusted by agreement between the Contractor and the Contracting Officer, and such adjustment shall be evidenced by an amendment to this contract.

i. The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of the contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: Provided, however, That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

j. The provisions of this clause relating to the fee shall be inapplicable if this contract does not provide for payment of a fee.

15. USE OF QUESTIONNAIRES OR SURVEY PLANS

a. The Contractor shall, prior to use in the performance of this contract or grant, submit to the Contract Technical Manager copies of each questionnaire, survey plan, plan for structured interview and consultation or other documents which are intended for use in the collection of information upon identical items from ten or more persons, other than Federal employees, for transmittal by the Government, to the Bureau of the Budget for clearance in accordance with the Federal Reports Act of 1942. The term "structured interview or consultation" is defined as an interview or consultation which follows a predesigned line of questioning which takes approximately the same form for all respondents being interviewed or consulted.

b. Clearance requirements will apply to data collection only if the specific purpose of the contract or grant is to secure for the Government the data to be collected through a plan or report from, and not if the purpose is to support research or other activities to which the collection of data is incidental.

16. EXCUSABLE DELAYS

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be deemed to be in default, unless a. the supplies or services to be furnished by the subcontractor were obtainable from other sources, b. the Contracting Officer shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and c. the Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of such failure and, if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the Government under the clause hereof entitled Termination for Default or for Convenience of the Government. (As used in this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.)

17. AUDIT AND RECORDS

a. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitute "records" for the purposes of this clause.

b. The Contractor's plants, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Contracting Officer or his authorized representatives. In addition, for purposes of verifying that cost or pricing data submitted, in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of $100,000, is accurate, complete and current, the Contracting Officer, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or price data submitted, along with the computations and projections used therein.

c. The Contractor shall preserve and make available his records (1) until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in 41 CFR Part 1-20, whichever expires earlier, and (2) for such longer period, if any as is required by applicable statute, or by other clauses of this contract, or by (i) or (ii) below.

(i) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from he date of any resulting final settlement.

(ii) Records which relate to (A) appeals under the "Disputes" clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this contract or (C) costs and expenses of this contract as to which exception has been taken by the Contracting Officer or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims or exceptions have been disposed of.

d. (1) The Contractor shall insert the substance of this clause, including the whole of this paragraph d, in each subcontract hereunder that is not firm fixed-price or fixed-price with escalation. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved in place of the Contractor; to add "of the Government prime contract" after "Contracting Officer"; and to substitute "the Government prime contract" in place of "this contract" in (B) of paragraph c above.

(2) The Contractor shall insert the substance of the following clause in each firm fixed-price or fixed-price with escalation subcontract hereunder which when entered into exceeds $100,000, except those subcontracts covered by subparagraph (3) below:

AUDIT

a. For purposes of verifying that certified cost or pricing data submitted in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of $100,000, is accurate, complete, and current, the Contracting Officer of the Government prime contract, or his authorized representatives shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

b. The subcontractor agrees to insert this clause, including this paragraph b, in all subcontracts hereunder which when entered into exceed $100,000 unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantitites to the general public, or prices set by law or regulations.

(3) The Contractor shall insert the following clause in each firm fixed-price or fixed-price with escalation subcontract hereunder which when entered into exceeds $100,000 where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

AUDIT PRICE ADJUSTMENTS

a. This clause shall become operative only with respect to any change or other modification of this contract, which involves a price adjustment in excess of $100,000 unless the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation: Provided, That such change or other modification to this contract must result from a change or other modification (1) to the Government prime contract, or (2) authorized under the provisions of the Government prime contract.

b. For purposes of verifying that any certified cost or pricing data submitted in conjunction with a contract change or other modification is accurate, complete, and current, the Contracting Officer of the Government prime contract, or his authorized representatives, shall, until the expiration of 3 years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part

1-20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

c. The subcontractor agrees to insert the substance of this clause including this paragraph c in all subcontracts hereunder which when entered into exceed $100,000.

18. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicious places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders: this contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations,

or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. LIMITATION ON WITHHOLDING OF PAYMENTS

If more than one clause or Schedule provision of this contract authorized the temporary withholding of amounts otherwise payable to the Contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such clause or Schedule provision at that time: provided that this limitation shall not apply to:

a. withholdings pursuant to any clause relating to wages or hours of employees;

b. withholding not specifically provided for by this coutract; and

c. the recovery of overpayments.

20. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

a. If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because the Contractor or any subcontractor pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data—Price Adjustments," or any subcontract clause therein required, furnished incomplete or inaccurate cost or pricing data or data not current as certified in his Contractor's Certificate of Current Cost or Pricing Data, then such price or cost shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction.

b. Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.
(Note: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower-tier subcontractors.)

21. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—PRICE ADJUSTMENTS

a. This clause shall become operative only with respect to any change or other modification of this contract which involves a price adjustment in excess of $100,000 that is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause shall be limited to such price adjustments.

b. If the Contracting Officer determines that any price, including profit or fee, negotiated in connection with any price adjustment under this contract was increased by any significant sums because the Contractor or any subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data—Price Adjustments" or any subcontract clause therein required, furnished incomplete or inaccurate cost or pricing data or data not current as of the date of execution of his Contractor's Certificate of Current Cost or Pricing Data, then such price shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction.

(Note: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

c. Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

22. SUBCONTRACTOR COST AND PRICING DATA-PRICE ADJUSTMENTS

a. Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000. The requirements of this clause shall be limited to such price adjustments.

b. The Contractor shall require subcontractors hereunder to submit in writing cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition; established catalog or market prices of commercial items sold in substantial quantities to the general public, or rates or prices set by law or regulation.

c. The Contractor shall require subcontractors to certify that to the best of their knowledge and belief the cost and pricing data submitted under (b) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract modification.

23. SUBCONTRACTOR COST AND PRICING DATA

a. The Contractor shall require subcontractors hereunder to submit in writing cost or pricing data under the following circumstances;

(1) Prior to award of any cost-reimbursement type; time and material, labor-hour, incentive, or price redeterminable subcontract the price of which is expected to exceed $100,000; and

(2) Prior to the award of any other subcontract, the price of which is expected to exceed $100,000 or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public; or prices set by law or regulation.

b. The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that, to the best of their knowledge and belief, the cost and pricing data submitted under (a) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

c. The Contractor shall insert the substance of this clause including this paragraph (c) in each of his cost-reimbursement type, time and material, labor-hour, price redeterminable, or incentive subcontracts hereunder, and in any other subcontract hereunder which exceeds $100,000 unless the price thereof is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder which exceeds $100,000, the Contractor shall insert the substance of the following clause:

SUBCONTRACTOR COST AND PRICING DATA-PRICE ADJUSTMENTS

a. Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000. The requirements of this clause shall be limited to such price adjustments.

b. The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:

(1) Prior to award or any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

c. The Contractor shall require subcontractors to certify, in substantially the same form as that used in the Certificate by the Prime Contractor to the Government; that, to the best of their knowledge and belief, the cost and pricing data submitted under (b) above are accurate, complete and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract modification.

d. The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds $100,000.

75679

UNIVERSITY
SUBCONTRACT

Additional Forms to be Attached

1. Pg 2-SF33
2. SF32
3. Additional Provisions (Universities)

SUBCONTRACT BETWEEN

(prime) & (sub)

______(prime)______ has a contract (Contract No.____________) with the United States Department of Transportation, National Highway Traffic Safety Administration, to develop, implement and evaluate a comprehensive countermeasures program designed to reduce the role of alcohol as a contributing factor in highway crashes, and hereby enters into an agreement with ______(sub)______ to act as a subcontractor to perform certain work for ______(prime)______ to meet the objectives of the above stated contract.

The subcontractor agrees to perform all the services set forth in the attached schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the schedule and the general and additional provisions. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Contract Schedule
  - (1) Statement of Work
  - (2) The "Articles" of this schedule
- (b) Additional Provisions

The total amount of this subcontract is $______________, subject to the availability of funds and an executed document in ______(prime)______ in accordance with Article_____.

The effective date of this subcontract shall be ____________________.

The ______(prime)______ program project director is ____________________.

Name of Subcontractor	Name of Prime Contractor
By (Signature) Date	By (Signature) Date
Typed Name	Typed Name
Title	Title

Approved ______________________________
Contracting Officer, DOT-NHTSA

This subcontract includes the following which are attached hereto and made a part hereof:

(1) Cover Page
(2) Page 2 of Standard Form 33 - Representations, Certifications and Acknowledgements.
(3) Two (2) Items: Statement of Work and Reports
(4) Twelve (12) Articles
(5) Standard Form 32 - General Provisions (dated Nov. 1969) with clauses 2, 3, 4, 5, 6, 7, 8, 9, and 10 hereby deleted.
(6) Department of Transportation, National Highway Traffic Safety Administration, Additional Provisions for Cost Reimbursement Contracts.

1. STATEMENT OF WORK

The subcontractor shall furnish the necessary facilities, materials, personnel and such other services as may be required and in consultation with ______ (prime) ______ evaluate a comprehensive countermeasures program designed to reduce the role of alcohol as a contributing factor in highway crashes. The evaluation component of ______ (prime) ______ proposal entitled ____________________, dated ________________ is hereby incorporated into the subcontract by reference.

(NOTE: If the subcontractor is to furnish the Contractor with assistance in managing the program this fact should be included. A brief outline of the countermeasures to be evaluated and/or the areas of management assistance may be included here.)

2. REPORTS

A. The subcontractor shall furnish the following reports:

(1) A quarterly written progress report in ten (10) copies summarizing accomplishments to date. These reports will cover each consecutive three month period following the effective date of this contract and shall be submitted no later than the fifteenth day following the period reported on.

(2) A "Detailed Project Plan" in ten (10) copies will be submitted no later than five (5) months and fifteen (15) days from the effective date of this contract. The plan shall be prepared in accordance with specific guidelines to be issued by the Government. Approval of the plan by the (prime) will be required as a condition for continuation of work under this contract. This plan will serve in lieu of the second quarterly progress report.

(3) Two annual progress reports in ten (10) copies. The first annual report will cover the accomplishments of the twelve (12) month period immediately preceding that date which is eighteen months after the effective date of this contract and shall be submitted no later than the twenty-first day following the period reported on. The second annual report will cover the accomplishments of the following consecutive twelve (12) month period ending thirty months after the effective date of this contract and shall also be submitted no later than the twenty-first day following the period reported on. These reports will serve in lieu of the sixth and tenth quarterly reports respectively.

(4) A final report in ten (10) copies plus one (1) reproducible copy will be submitted no later than the termination date of the contract.

(a) The final report shall be prepared in accordance with the "Guidelines to Format Standards for Scientific and Technical Reports Prepared by or for the Federal Government." Department of Transportation Regulation 1700-18 dated July 25, 1969, of which paragraph 6, page 4 of Attachment 2 is deleted.

(b) All reports prepared by the subcontractor shall contain the following statement in the credit sheet:

"Prepared for the (prime) under Contract No. ____________________. The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the ______ prime."

(c) For the purpose of the subcontract, the word "reproducible" means either camera copy prepared for offset printing from which printing negatives and plates can be made, or a set of printing negatives. Camera copy may be any of the following prepared in page format: original typing, reproduction proof from type or engraving, charts or drawings prepared for reproduction, photographic prints or good halftone reproductions or reproduction quality press proofs.

B. All of the copies of the above reports will be submitted to the (Representative of Prime)

(NOTE: The number of copies required and the number of days indicated by underlining above are those of the Contractor to NHTSA. Appropriate changes should be made in the subcontract language so that the contractor will have a sufficient number of copies for his retention in addition to the number to be forwarded to NHTSA, and the days of submission from the subcontractor to the contractor should be several days prior to the day of submission to NHTSA to allow the contractor to review and comment on the subcontractors report.)

ARTICLE I - PERIOD OF PERFORMANCE

All work and services required hereunder, including the submission of the approved final report, shall be completed no later than ____________________ subject to the availability of funds and notification to the subcontractor by the (prime) covering obligations and performance requirements under the contract.

ARTICLE II - CONSIDERATION (ESTIMATED COST)

1. The subcontractor shall be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Federal Procurement Regulations 1-15.3 and the provisions of Article IV in the amount not to exceed $____________.

2. The amount of funds presently available for payment and allotted to this subcontract is $____________.

3. Subject to the availability of funds and notification to the subcontractor by ________ (prime) ________, additional funds will be allotted to this subcontract as follows:

On or Subsequent To	Dollar Amount of Funds
July 1, 1971	$____________
July 1, 1972	$____________
July 1, 1973	$____________

4. A total of ________ copies of each invoice must be submitted to the (to be determined by the prime contractor)

ARTICLE III - LIMITATION OF FUNDS

(a) It is estimated that the cost to the (prime) for the performance of this subcontract will not exceed the estimated cost set forth in the Schedule, and the subcontractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this contract within such estimated cost.

(b) The amount presently available for payment and allotted to this contract, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this contract up to the full estimated cost set forth in the Schedule. The subcontractor agrees to perform or have performed work on this subcontract up to the point at which the total amount paid and payable by the (prime) pursuant to the terms of this contract approximates but does not exceed the total amount actually allotted to the subcontract.

(c) If at any time the subcontractor has reason to believe that the costs which he expects to incur in the performance of this subcontract in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the total amount then allotted to the subcontract, the subcontractor shall notify the (prime) in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Sixty (60) days prior to the end of the period specified in the Schedule, the subcontractor will advise the (prime) in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the subcontract or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the (prime) will, upon written request by the subcontractor, terminate this subcontract pursuant to the provisions of the Termination clause on such date. If the subcontractor, in the exercise of his reasonable judgment, estimates that the funds available will allow him to continue to discharge his obligations hereunder for a period extending beyond such date, he shall specify the later date to the (prime).

(d) Except as required by other provisions of this contract specifically citing and stated to be an exception from this clause, the (prime) shall not be obligated to reimburse the subcontractor for costs incurred in excess of the total amount from time to time allotted to the contract, and the subcontractor shall not be obligated to continue performance under the subcontract (including actions under the Termination clause) or otherwise to incur costs in excess of the amount allotted to the subcontract, unless and until the (prime) has notified the subcontractor in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount then allotted to the subcontract. To the extent the amount allotted exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication or representation in any other form or from any person other than the (prime) shall affect the amount allotted to this subcontract. In the absence of the specified notice, the (prime) shall not be obligated to reimburse the subcontractor for any cost in excess of the total amount then allotted to the subcontract, whether those excess costs were incurred during the course of the subcontract or as a result of termination. When and to the extent that the amount allotted to the subcontract has been increased, any costs incurred by the subcontractor in excess of the amount previously allotted shall be allowable to the same extent as if such costs had been incurred after such increase in the amount allotted; unless the (prime) issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

(e) Change orders issued pursuant to the Changes clause of this subcontract shall not be considered an authorization to the subcontractor to exceed the amount allotted in the Schedule in the absence of a statement in the change order, or other subcontract modification, increasing the amount allotted.

(f) Nothing in this clause shall affect the right of the (prime) to terminate this subcontract. In the event this subcontract is terminated, the (prime) and the subcontractor shall negotiate an equitable distribution of all property produced or purchased under the subcontract based upon the share of costs incurred by each.

ARTICLE IV - ALLOWABLE COST AND PAYMENT

(a) For the performance of this subcontract, (prime) shall pay to the subcontractor the cost thereof (hereinafter referred to as "allowable cost") determined by the (prime) to be allowable in accordance with subparts 1-15.3 of part 1-15 of the Federal Procurement Regulations as in effect on the date of this subcontract; and the terms of this subcontract.

(b) Once each month (or at more frequent intervals, if approved by the (prime), the subcontractor may submit to an authorized representative of the (prime) in such form and reasonable detail as such representative may require, an invoice or public voucher supported by a statement of cost incurred by the subcontractor in the performance of this contract and claimed to constitute allowable cost.

(c) Promptly after receipt of each invoice or voucher and statement of cost, the (prime) shall, except as otherwise provided in this subcontract, subject to the provisions of (d) below, make payment thereon as approved by the (prime).

(d) At any time or times prior to final payment under this contract, the (prime) may have the invoices or vouchers and statements of cost audit. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the (prime), on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

(e) On receipt and approval of the invoice or voucher designated by the subcontractor as the "completion invoice", or "completion voucher" and upon compliance by the subcontractor with all the provisions of this subcontract (including, without limitation, the provisions relating to patents and the provisions of (f) below) the (prime) shall promptly pay to the subcontractor any balance of allowable cost, which has been withheld pursuant to (c) above or otherwise not paid to the subcontractor. The completion invoice or voucher shall be submitted by the subcontractor promptly following completion of the work under this contract but in no event later than one (1) year (or such longer period as the prime may in his discretion approve in writing) from the date of such completion.

(f) The subcontractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the subcontractor or any assignee under this contract shall be paid by the subcontractor to the (prime), to the extent that they are properly allocable to costs for which the subcontractor has been reimbursed by the (prime) under this subcontract. Reasonable expenses, incurred by the subcontractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the (prime). Prior to final payment under this subcontract, the subcontractor and each assignee under this subcontract whose assignment is in effect at the time of final payment under this subcontract shall execute and deliver -

(i) an assignment to the (prime), in form and substance satisfactory to the (prime) of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the subcontractor has been reimbursed by the (prime) under this subcontract; and

(ii) a release discharging the (prime), its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this subcontract, subject only to the following exceptions

(A) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statements by the subcontractor;

(B) claims, together with reasonable expenses incidental thereto, based upon liabilities of the subcontractor to third parties arising out of the performance of this subcontract; provided, that such claims are not known to the subcontractor on the date of the execution of the release; and provided further that the subcontractor gives notice of such claims in writing to the (prime) not more than six (6) years after the date of the release or the date of any notice to the subcontractor that the (prime) is prepared to make final payment, whichever is earlier.

(g) Any cost incurred by the subcontractor under the terms of this subcontract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this subcontract, notwithstanding any provisions contained in the specifications or other documents incorporated in this subcontract by reference, designating services to be performed or materials to be furnished by the subcontractor at his expense or without cost to the (prime).

ARTICLE V - OVERHEAD

Pending the establishment of final overhead rates by audit of actual cost as provided in sub-part 1-15.3 of the Federal Procurement Regulations, the subcontractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of _________ percent of the total salary and wages herein reimbursed, excluding overtime and equipment.

ARTICLE VI - TRAVEL

All travel, reimbursable hereunder, shall conform to the following:

A. All travel shall be reimbursed at economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class was not available.

B. All per diem shall be reimbursed in accordance with the contractor's travel policy.

C. All travel outside of the State of ______________ must have the prior approval of the ______(prime)______ in order to be reimbursable hereunder.

ARTICLE VII - RIGHTS IN DATA - TITLE

(a) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is specified to be delivered under this subcontract. The term includes graphic or pictorial delineations in media such as drawings, photographs, slides, viewgraphs, movies and any or all other graphics material; text in specifications or related performance or design type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

(b) All "subject data" first produced in the performance of this subcontract shall be the sole property of (prime). The subcontractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data.

(c) The subcontractor agrees to grant and does hereby grant to the (prime) and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this subcontract but which is incorporated in the work furnished under this subcontract; and (2) to authorize others so to do.

(d) The subcontractor shall indemnify and save and hold harmless (prime) its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery performance, use, or disposition of any data furnished under this subcontract, or (2) based upon any libelous or other unlawful matter contained in such data.

(e) Nothing contained in this clause shall imply a license to the (prime) under any patent or be construed as affecting the scope of any license or other right otherwise granted to the (prime) under any patent.

(f) Paragraphs (c) and (d) above are not applicable to material furnished to the subcontractor by the (prime) and incorporated in the work furnished under the subcontract; provided, such incorporated material is identified by the subcontractor at the time of delivery of such work.

(g) All graphics material outlined in paragraph (a) shall be free from proprietary symbols, logos, trademarks, etc., which would be visible during display or presentation of the graphics by the (prime).

ARTICLE VIII - REPORTS PUBLICATION

a. The subcontractor shall not publish, copyright, or otherwise disclose, or permit to be disclosed, or published, the results or interim reports of the program covered herein, or any particulars thereof, including forms or other material developed during the period of this contract without the prior written approval of the (prime) for this express purpose.

ARTICLE IX - KEY PERSONNEL

The subcontractor will assign ____________________ as principle investigator. In the event the principle investigator's activities are terminated, or he is incapacitated due to illness or injury during the performance of this subcontract, the appointment of his replacement and all other key personnel assigned to this program will be subject to the approval _______(prime)_______.

ARTICLE X - INTERPRETATIONS OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than (authorized representative of prime) shall modify or otherwise effect the terms of meaning of this subcontract. The _______(prime's)_______ program project director represents the _______(prime)_______ in connection with the technical professional work hereunder and shall provide such guidance as is necessary to the conduct of this portion of the program, but he is not authorized to issue any orders which change the Statement of Work, Contract Price, Period of Performance, or any other terms of this subcontract. All changes from the approved cost allocation schedule must have the prior approval of the _______(prime's)_______ program project director. The _______(prime)_______ shall not be liable for any costs incurred by the subcontractor which are not in conformance with the written terms of this agreement.

ARTICLE XI - CONSULTANT APPROVAL

Each individual consultant, his rate, and the total cost of the service to be performed must have the prior approval of the _______(prime)_______ in order to be reimbursable hereunder. All request for consultant approval will be submitted to the _______(prime)_______.

ARTICLE XII - GENERAL PROVISIONS

In all instances in the general and additional provisions, the relationship of the subcontractor to _______(prime)_______ shall be the same as that between the _______(prime)_______ and the United States Department of Transportation, National Highway Traffic Safety Administration.

Additional General Provision No. 13, Subcontracts, is hereby altered to require the consent, guidance and approval of the _______(prime)_______ for the purchase of any capital equipment exceeding $2,500.00 and for consultant services in any amount. Each individual consultant, his rate, and the total cost of the service performed must have the prior approval of the _______(prime's)_______ program project director.

ADDITIONAL PROVISIONS

(University)

E-65

DEPARTMENT OF TRANSPORTATION
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
FOR
COST REIMBURSEMENT CONTRACTS
(EDUCATIONAL INSTITUTIONS)

1. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract), of any invention described in and covered by a patent of the United States (i) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract, or (ii) utilized in the machinery, tools, or methods the use of which necessarily results from compliance by the Contractor or the using subcontractor with (a) specifications or written provisions now or hereafter forming a part of this contract, or (b) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

2. CHANGES

a. The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following:

(1) drawings, designs, or specifications;
(2) method of shipment or packing; and
(3) place of inspection, delivery, or acceptance.

b. If any such change causes an increase or decrease in the estimated cost of, or the time required for the performance of any part or the work under this contract, whether changed or not changed by any such order, or otherwise affects any other provision of this contract, an equitable adjustment shall be made:

(1) in the estimated cost or delivery schedule, or both;
(2) in the amount of any fixed fee to be paid to the Contractor; and
(3) in such other provisions of the contract as may be affected, and the contract shall be modified in writing accordingly.

Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, except as provided in paragraph c. below, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

c. Notwithstanding the provisions of paragraphs a. and b. above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance thereof, shall not be increased or deemed to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until such modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the clause of this contract entitled "Limitation of Funds"

3. COMPETITION IN SUBCONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

4. EXAMINATION OF RECORDS

a. (1) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(2) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (4) below any books, documents, papers, or records of the Contractor, that directly pertain to, and involve transactions relating to this contract or subcontracts hereunder for inspection, audit or reproduction by any authorized representative of the Comptroller General.

(3) In the event the Comptroller General or any of his duly authorized representatives determine that his audit of the amounts reimbursed under this contract as transportation charges will be made at a place other than the office of the Contractor, the Contractor agrees to deliver, with the reimbursement voucher covering such charges or as may be otherwise specified within two years after reimbursement of charges covered by any such voucher, to such representative as may be designated for that purpose through the Contracting Officer, copies of such documentary evidence in support of transportation costs as may be required by the Comptroller General or any of his duly authorized representatives.

(4) Except for documentary evidence delivered to the Government pursuant to subparagraph (3) above, the Contractor shall preserve and make available his records (i) until expiration of three years after final payment under this contract, or of the time periods specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier; and

(ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by (a) or (b) below.

(a) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of three years from the date of any resulting final settlement, or of the time periods specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier.

(b) Records which relate to (i) appeals under the "Disputes" clause of this contract, (ii) litigation of the settlement of claims arising out of the performance of this contract, or (iii) cost and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

(5) Except for documentary evidence delivered pursuant to subparagraph (3) above, and the records described in subparagraph (4)(b) above, the Contractor may in fulfillment of his obligation to retain his records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Contracting Officer with the concurrence of the Comptroller General or his duly authorized representative.

(6) The provisions of this paragraph a., including this subparagraph (6), shall be applicable to and included in each subcontract hereunder which is on a cost, cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

b. The Contractor further agrees to include in each of his subcontracts hereunder, other than those set forth in subparagraph a.(6) above, a provision to the effect that the subcontractor agrees that the Comptroller General or any of his duly authorized representatives, shall, until the expiration of three years after final payment under the subcontract, or of the time periods specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor that directly pertain to, and involve transactions realting to the subcontract. The term "subcontract", as used in the paragraph (b) only, excludes (i) purchase orders not exceeding $2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

5. GENERAL SERVICES ADMINISTRATION SUPPLY SOURCES

The Contracting Officer may issue the Contractor an authorization to utilize General Services Administration supply sources for property to be used in the performance of this contract. Title to all property acquired under such an authorization shall be in the Government. All property acquired under such an authorization shall be subject to the provisions of the clause of this contract entitled "Government Property", except b. and c. thereof.

6. GOVERNMENT PROPERTY

a. **Property administration.** The Contractor shall establish and administer a system to control, protect, preserve, and maintain Government property in his possession or under his control or that of his subcontractors. Such a system must be satisfactory to the Contracting Officer, and in accordance with this clause and any other requirements of the contract.

b. **Government-furnished property.** Unless otherwise specified in the contract, the Contractor shall submit a written request stating desired delivery dates for items of Government-furnished property (GFP) specified in the contract. Upon receipt by the Contracting Officer of the written request by the Contractor, the Government shall deliver to the Contractor, for use in connection with and under the terms of the contract, the property described in the Schedule (or Specification) together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-furnished property suitable for use (except for such property furnished "as is" or otherwise specified) will be delivered to the Contractor at the times stated in the schedule, or if not so stated, in sufficient time to enable the Contractor to meet such delivery to performance dates. The Contractor's request shall allow a minimum of 30 days for delivery of such property unless otherwise prescribed in the contract. If the Government-furnished property has not been received five (5) days prior to the date it is required, immediate notification shall be given the Contracting Officer. Failure to give such notice may preclude consideration based upon late delivery. If such timely notice has been given and the Government-furnished property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor and shall equitably adjust the estimated cost, or delivery or performance dates or all of them or combination of applicable contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes". Except for the Government-furnished property furnished "as is" in the event the Government-furnished property is received by the Contractor in a condition not suitable for the intended use the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, (i) return such property at the Government's expense, or (ii) effect repairs or modifications or (iii) otherwise dispose of the property. Upon the completion of (i) (ii) or (iii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the estimated cost, or delivery or performance dates, or combination of applicable contractual provisions affected by the disposition, or the repair or modification, in accordance with the procedures provided for in the clause of this contract entitled "Changes". The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of such property in a condition not suitable for its intended use.

c. **Changes in Government-furnished property.**

(1) By notice in writing, the Contracting Officer may (i) decrease the property provided or to be provided by the Government under this contract, or (ii) substitute other Government-owned property for property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal and shipping of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to subparagraph (1) above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Government had agreed in the Schedule to make available for the performance of this contract, the Contracting Officer, upon the written request of the Contractor (or on his own initiative if the substitution of property causes a decrease in the cost of performance), shall equitably adjust such contractual provisions as may be affected by the decrease, substitution, or withdrawal, in accordance with the procedures provided for in the "Changes" clause of this contract.

d. **Title to property.** Title to the Government-furnished property shall remain in the Government. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Government upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Government, whichever occurs first. All Government-furnished property, together with all property acquired by the Contractor title to which vests in the Government under this paragraph, is subject to the provisions of this clause and is hereinafter collectively referred to as "Government property". Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason ot affixation to any realty.

e. **Use of Government property.** The Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of this contract.

f. **Maintenance and repair of Government property.** The Contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, repair, protection, and preservation of Government property, while in custody of the contractor. In the event that any damage occurs to Government property the risk of which has been assumed by the Government under this contract, the Government shall replace such items or the Contractor shall make such repair of the property as the Government directs; provided however, that if the Contractor cannot effect such repair within the time required, the Contractor shall dispose of such property in the manner directed by the Contracting Officer. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the Government is responsible, and an equitable adjustment will be made in any contractual provisions affected by such repair or replacement of Government property made at the direction of the Government, in accordance with the procedures provided for in the "Changes" clause of this contract. Where replacement parts are provided at the expense of the Government, the parts which are displaced remain the property of the Government. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at his own expense.

g. **Risk of loss, damage.**

(1) The Contractor shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage, except that

the Contractor shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any one of the Contractor's directors of officers or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of:

  (a) all or substantially all of the Contractor's business; or

  (b) all or substantially all of the Contractor's operations at any one plant or separate location, in which this contract is being performed; or

  (c) a separate and complete major industrial operation in connection with the performance of this contract;

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or other representatives mentioned in subparagraph (i) above

  (a) to maintain and administer, in accordance with sound industrial practice, the program for maintenance, repair, protection and preservation of Government property as required by paragraph f. hereof, or

  (b) to take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under paragraph f. hereof;

(iii) for which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the Schedule;

(iv) which results from a risk expressly required to be insured under this contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; provided that, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception. If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of or damage to the property as set forth below. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of or damage to the property while in the latter's possession or control, except to the extent that the subcontract, with the prior approval of the Contracting Officer, provides for the relief of the subcontractor for such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or from the utilization of the property in accordance with the provisions of the prime contract.

(2) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Contractor to carry such insurance under any other provisions of this contract.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Contractor shall notify the Contracting Officer thereof, and shall communicate with the Loss and Salvage Organization, if any, now or hereafter designated by the Contracting Officer, and with the assistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has designated that no such organization be employed), shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of—

(i) the lost, destroyed and damaged Government property;

(ii) the time and origin of the loss, destruction or damage;

(iii) all known interests in commingled property of which the Government property is a part; and

(iv) the insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall make repairs and renovations of the damaged Government property or take such other action, as the Contracting Officer directs.

(4) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, he shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall otherwise reimburse the Government, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where the subcontractor has not been relieved from liability for any loss or destruction of or damage of Government property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the Government property for the benefit of the Government.

(5) Except to the extent that the Contractor is relieved of liability for the loss, destruction, or damage to the property, the property shall be returned to the Government or otherwise disposed of as directed by the Government, in as good condition as when received, less ordinary wear and deterioration.

h. **Access.** The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property, or inventorying the same, of removing any part or all of the same, or for determining complaints with terms of the contract.

i. **Final accounting and disposition of Government property.** Upon the completion of this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not justifiably consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government and shall prepare for shipment, deliver f.o.b. origin (unless otherwise provided in the contract) or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by the contract or shall be paid in such other manner as the Contracting Officer may direct.

j. **Notification.** The Contractor shall notify the Contracting Officer as soon as Government property is no longer required for performance of the contract. All shipments of Government-furnished property not delivered as an item of the contract, and residual contractor-acquired property, shall be effected only upon receipt of shipping instructions signed by the Contracting Officer, Property Administrator or Disposal Officer.

k. **Restoration of Contractor's premises and abandonment.** Unless otherwise provided herein, the Government:

(i) may abandon any Government property in place, and thereupon all obligations of the Government regarding such abandoned property shall cease;

(ii) shall not be under any duty or obligation to restore or rehabilitate, or to pay the costs of the restoration or rehabilitation of, the Contractor's plant or any portion thereof which is affected by the abandonment or removal of any Government property.

(iii) shall be indemnified against all suits or claims arising out of the Government's failure to restore or rehabilitate the Contorator's property or the property of subcontractors, except for such damage as may be occasioned by the negligence of the Government, its agents, its employees, or independent contractors.

Communication. All communications issued pursuant to this clause shall be in writing.

7. GRATUITIES

a. The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the agency head or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending; or the making of of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the agency head or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in paragraph a. hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the agency head or his duly authorized representative) which shall be not less than three or more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. INSPECTION

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. INSURANCE-LIABILITY TO THIRD PERSONS

a. The Contractor shall procure and thereafter maintain workmen's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to performance under this contract, and such other insurance as the Contracting Officer may from time to time require with respect to performance under this contract: Provided, That the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program: And provided further, That with respect to workmen's compensation the Contractor is qualified pursuant to statutory authority. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amount, and for such periods of time, as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.

b. The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer any other insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder.

c. The Contractor shall be reimbursed: (1) For the portion allocable to this contract of the reasonable cost of insurance as required or approved pursuant to the provisions of this clause, and (2) for liablities to third persons for loss of or damage to property (other than property (i) owned, occupied or used by the Contractor or rented to the Contractor or (ii) in the care, custody, or control of the Contractor), or for death or bodily injury, not compensated by insurance or otherwise, arising out of the performance of this contract, whether or not caused by the negligence of the Contractor, his agents, servants or employees: Provided, Such liabilities are represented by final judgments or by settlements approved in writing by the Government and expenses incidental to such liabilities, except liabilities A. for which the Contractor is otherwise responsible under the express terms of the clause or clauses, if any, specified in the Schedule, or B. with respect to which the Contractor has failed to insure as required or maintain insurance as approved by the Contracting Officer or C. which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who has supervision or direction of (1) all or substantially all of the Contractor's business, or (2) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or (3) a separate and complete major industrial operation in connection with the performance of this contract. The foregoing shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required to be submitted for approval or required to be procured and maintained pursuant to the provisions of this clause: Provided, Such cost would constitute allowable cost under the clause of this contract entitled "Allowable Cost, and Payment."

d. The Contractor shall give the Government or its representatives immediate notice of any suit or action filed, and prompt notice of any claim made, against the Contractor arising out of the performance of this contract, the cost and expense of which may be reimbursable to the Contractor under the provisions of this contract, and the risk of which is then uninsured or in which the amount claimed exceeds the amount of coverage. The Contractor shall furnish immediately to the Government copies of all pertinent papers received by the Contractor. If the amount of the liability claimed exceeds the amount of coverage, the Contractor shall authorize representatives of the Government to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. If the liability is not insured or covered by bond, the Contractor shall, if required by the Government, authorize representatives of the Government to settle or defend any such claim and to represent the Contractor in or take charge of any litigation in connection therewith; Provided, That the Contractor may, at his own expense, be associated with the representatives of the Government in the settlement or defense of any such claim or litigation.

10. NOTICE OF DELAYS

a. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this contract (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Contracting Officer, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Government of any rights or remedies to which it is entitled by law or pursuant to provisions of this contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

b. The Contractor agrees to insert the substance of this clause, including this paragraph b., in any subcontract hereunder; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect thereto.

11. PATENT RIGHTS DEFERRED

a. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived or for the first time actually reduced to practice, by the Contractor or his employees, in whe course of, in connection with, or under the terms of this contract, the Contractor shall immediately give the Contractig Officer written notice thereof, and shall promptly thereafter furnish the Contracting Officer with complete information thereon; and the Secretary shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Secretary on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the Contractor agrees that he will, and warrants that all of his employees who may be the inventors will, execute all documents and do all things necessary or proper to the effectuation of such determination.

b. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data.

c. Except as otherwise authorized in writing by the Contracting Officer, the Contractor will insert in each subcontract having design, test, experimental, developmental, or research work as one of its purposes, provisions making the clause applicable to the subcontractor and his employees.

d. If the Government obtains patent rights pursuant to this clause of this contract, the Contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.

e. Whenever any invention, improvement, or discovery is constructively reduced to practice by the Contractor or his employees, in the course of, in connection with, or under the terms of this contract, there shall be a prima facie presumption that such invention, improvement, or discovery was conceived or first actually reduced to practice in the course of, in connection with, or under the terms of this contract, and the Contractor shall immediately notify the Contracting Officer and submit the information required in paragraph a. above. The Contractor shall have the burden of proving to the Contracting Officer that any such invention was not conceived or first actually reduced to practice in the course of, in connection with, or under the terms of this contract. If the Contractor fails to meet this burden, such inventions will be subject to all of the provisions of this clause.

f. In the event no inventions, improvements, of discoveries (whether or not patentable) are made or conceived, or for the first time actually reduced to practice, by the Contractor, its employees, its subcontractors, or their employees, in the course of, in connection with, or under the terms of this contract, the Contractor shall so certify to the Contracting Officer, no later than the date on which the final report of work done, is due.

g. (1) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all the documents required by a. or the certification required by f., whichever applies.

(2) If at any time before final payment under this contract, the Contractor fails to deliver the documents required by a. or the certification required by f., the Contracting Officer shall withhold from payment $50,000 or five percent (5%) of the amount of this contract, whichever is less (or whatever lesser sum is available if payments have exceeded ninety-five percent (95%) of the amount of this contract) until the Contractor corrects all such failures.

(3) After payments total eighty percent (80%) of the amount of this contract, and if no amount is required to be withheld under (2) above, the Contracting Officer may, if he deems such action warranted because of the Contractor's performance under the Patent Rights clause of this contract or payment such

sum as he considers appropriate not exceeding $50,000 or five percent (5%) of the amount of this contract, whichever is less, to be held as a reserve until the Contractor delivers the documents or certification specified in (1) above. Subject to the five percent (5%) or $50,000 limitation, the sum withheld under this subparagraph (3) may be increased or decreased from time to time at the discretion of the Contracting Officer.

(4) No amount shall be withheld under this paragraph g. while the amount specified by this paragraph is being withheld under other provisions of this contract. The total amount withheld under (1), (2) and (3) above shall not excede $50,000 or five percent (5%), of the amount of this contract whichever is less. The withholding of any amount or subsequent payment thereof to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract. This paragraph shall not be construed as requiring the Contractor to withhold any amounts from a subcontractor to enforce compliance with the patent provision of a subcontract. As used in this paragraph g., "this contract" means "this contract as from time to time amended." In cost-type contracts, "amount of contract" means "estimated cost of this contract."

h. If the Contractor is permitted to file patent applications pursuant to this clause of this contract, the following statement shall be included within the first paragraph of the specification of any such patent application or patent:

> "The invention described herein was made in the course of, or under, a contract (or grant) with the Department of Transportation."

i. **Contractor's request for greater rights.** The Contractor at the time of disclosing a subject invention pursuant to paragraph a. of this clause, but not later than three (3) months thereafter, may submit in writing to the Contracting Officer, a request for greater rights in such invention than the license provided for in paragraph d. of this clause. Each such request shall include, but need not be limited to, information concerning the Contractor's intention and plan to bring the invention to the point of commercial application. The Contracting Officer shall review the request for greater rights, and shall forward it with such comments or additional information as he believes necessary fully to present the request, to cognizant patent counsel. Patent counsel will review the request and the Contracting Officer's comments, and forward them with a recommendation covering whether and to what extent the request should be granted, to the Secretary or his designee. The Contracting Officer Officer shall notify the Contractor of the Secretary's decision.

12. PAYMENT FOR OVERTIME PREMIUMS

a. Allowable cost shall not include any amount on account of overtime premiums except when (i) specified in d. below or (ii) paid for work-

(1) necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) by indirect labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) in the performance of tests, industrial processes, laboratory procedures, loading or unloading of transportation media, and operations in flight or afloat, which are continyous in nature and cannot reasonably be interrupted or otherwise completed; or

(4) which will result in lower cost to the Government.

b. The cost of overtime premiums otherwise allowable under a. above shall be allowed only to the extent the amount thereof is reasonable and properly allocable to the work under this contract.

c. Any request for overtime, in addition to any amount specified in d. below, will be for all overtime which can be estimated with reasonable certainty shall be used for the remainder of the contract, and shall contain the following:

   (i) identification of the work unit, such as the department or section in which the requested overtime will be used, together with present workload, manning and other data of the affected unit, sufficient to permit an evaluation by the Contracting Officer of the necessity for the overtime;

   (ii) the effect that denial of the request will have on the delivery or performance schedule of the contract;

   (iii) reasons why the required work cannot be performed on the basis of utilizing multishift operations or by the employment of additional personnel; and

   (iv) the extent to which approval of overtime would affect the performance or payments in connection with any other Government contracts, together with any identification of such affected contracts.

d. The Contractor is authorized to perform overtime, in addition to that performed under a. (ii), to the extent that the overtime premium does not exceed.

13. SUBCONTRACTS

No contract exceeding $2,500 shall be made by the contractor with any other party for furnishing any of the work or services herein contracted for without the consent, guidance and approval of the Contracting Officer. Any subcontract hereunder must be annotated "approved" by the Contracting Officer before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the contractor and personnel assigned for services thereunder.

14. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

a. The performance of work under this contract may be terminated, in whole or from time to time in part, bythe Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

b. After receipt of the Notice of Termination the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the Contractor agrees to (1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (2) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

c. The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than one year from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such one-year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

d. Any determination of costs under paragraph c. shall be governed by the cost principles set forth in Subpart 1–15.3 of the Federal Procurement Regulations (41 CFR 1–15.3), as in effect on the date of this contract.

e. Subject to the provisions of paragraph c. above, and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel: Provided, however, That in connection with any outstanding commitments for personal services which he Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to his other activities and operations. Any such agreement shall be embodied in an amendment to this contract and the Contractor shall be paid the agreed amount.

f. The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of this contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand: Provided, That if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning 30 days from the date of such demand.

g. The Contractor agrees to transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, such information and items which, if the contract had been completed, would have been required to be furnished to the Government, including:

(1) Completed or partially completed plans, drawings, and information; and

(2) Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

Other than the above, any termination inventory resulting from the termination of the contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of work covered by this contract or paid in such other manner as the Contracting Officer may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary or as the Contracting Office may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

h. Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this contract.

15. USE OF QUESTIONNAIRES OR SURVEY PLANS

a. The Contractor shall, prior to use in the performance of this contract or grant, submit to the Contract Technical Manager copies of each questionnaire, survey plan, plan for structured interview and consultation or other documents which are intended for use in the collection of information upon identical items from ten or more persons, other than Federal employees, for transmittal by the Government, to the Bureau of the Budget for clearance in accordance with the Federal Reports Act of 1942. The term "structured interview or consultation" is defined as an interview or consultation which follows a predesigned line of questioning which takes approximately the same form for all respondents being interviewed or consulted.

b. Clearance requirements will apply to data collection only if the specific purpose of the contract or grant is to secure for the Government the data to be collected through a plan or report form, and not if the purpose is to support research or other activities to which the collection of data is incidental.

75684

SF-32

STANDARD FORM 32
NOV 1969 EDITION
GENERAL SERVICES ADMINISTRATION
FED PROC REG (41 CFR) 1-16.101

GENERAL PROVISIONS

(Supply Contract)

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "head of the agency" or "Secretary" means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: *Provided,* That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction,

or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

7. PAYMENTS

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either $1,000 or 50 percent of the total amount of this contract.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation Agency, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

10. EXAMINATION OF RECORDS

(The following clause is applicable if the amount of this contract exceeds $2,500 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

11. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: *Provided*, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the

Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

12. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of reciept of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

14. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10 a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a)(iii)(B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) As to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

15. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the

United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

17. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

18. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

22. UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

(The following clause is applicable if this contract exceeds $5,000.)

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in or near concentrated unemployment or underemployment sections of States or in areas of persistent or substantial labor surplus, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (a) Certified-eligible concerns which are also small business concerns; (b) other certified-eligible concerns; (c) persistent labor surplus area concerns which are also small business concerns; (d) other persistent labor surplus area concerns; (e) substantial labor surplus area concerns which are also small business concerns; (f) other substantial labor surplus area concerns; and (g) small business concerns which are not labor surplus area concerns.

U S GOVERNMENT PRINTING OFFICE 1970 OL—390-450 (20K)

Pg 2-SF33

E-89

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

The Offeror represents and certifies as part of his offer that: *(Check or complete all applicable boxes or blocks.)*

1. SMALL BUSINESS *(See par. 14 on SF 33–A.)*

He ☐ is, ☐ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. REGULAR DEALER—MANUFACTURER *(Applicable only to supply contracts exceeding $10,000.)*

He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

3. CONTINGENT FEE *(See par. 15 on SF 33–A.)*

(a) He ☐ has, ☐ has not, employed or retained any company or person *(other than a full-time, bona fide employee working solely for the offeror)* to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person *(other than a full-time bona fide employee working solely for the offeror)* any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. *(For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1–1.5.)*

4. TYPE OF BUSINESS ORGANIZATION

He operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a corporation, incorporated under the laws of the State of

____

5. AFFILIATION AND IDENTIFYING DATA *(Applicable only to advertised solicitations.)*

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He ☐ is, ☐ is not, owned or controlled by a parent company. *(See par. 16 on SF 33–A.)*

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

Name of Parent company and main office address ____

(include ZIP Code) ____

(c) Employer's identification number *(See par. 17 on SF 33–A.)* ____________________ *(Offeror's E.I. No.)* ____________________ *(Parent Company's E.I. No.)*

6. EQUAL OPPORTUNITY

He ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he ☐ has, ☐ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)*

7. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION *(See par. 18 on SF 33–A.)*

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify, and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

9. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). *NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
The offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:				

NOTE.—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

U.S. GOVERNMENT PRINTING OFFICE 669—10—80690-1 401-098

Appendix F

INSTRUCTIONS FOR PREPARATION OF PUBLIC VOUCHER FORMS
(Original + 3 copies)
ADVANCE OF FUNDS - TREASURY CHECK METHOD

1. PURPOSE. To prescribe procedures for the advance of Federal funds using the Treasury Check Method.

2. AUTHORITY. The provisions of 31 USC 205 and U.S. Treasury Department Circular No. 1075 Revised, permit advance financing of Federal programs. Implementing instructions contained herein are consistent with the Treasury Fiscal Requirements Manual, Chapter 1000, in respect to use of the Treasury Check Method for advance financing.

3. SCOPE. Advance financing through the Treasury Check Method is available to all grantees and contractors under approved grant agreements and contracts awarded by NHTSA. Recipient organizations may include States, local governments, educational institutions, international organizations and any other public or private organization having a grant or contract with NHTSA.

4. POLICY. The following general policies are stated as guides in implementing these procedures:
   a. Advances to a recipient organization shall be limited to the minimum amounts needed for periods not to exceed one month, timed to be in accord with the actual cash requirements of the recipient organization in carrying out the purpose of the approved program or projects, and shall approximate the Federal share of the anticipated expenditure.
   b. Advance financing shall be covered by a clause in the grant agreement or contract, or by an amendment thereto, whereby the recipient organization commits itself to (1) the practice of requesting cash drawdowns only as and when actually needed for its disbursements, and (2) timely reporting as required, with the understanding that failure to adhere to these commitments may cause revocation of the advance financing agreement.

5. PROCEDURE FOR ADMINISTERING ADVANCES.
   a. Advances shall be made to contractors only when expressly authorized within the contract. Funds shall be advanced on the basis of an invoice or Form 1034 (Exhibit No. 1) from the contractor addressed to payment office designated in the agreement or contract. Cash request shall be limited to one-month increments. Where the cash requirement for one month exceeds $250,000, advances shall be based on a ten-day cash requirement and made more frequently. Advances will be made by Treasury check.

b. Requests for initial and subsequent advances shall be supported by the recipient organization's cash requirements forecast for intervals coinciding with the monthly or ten-day period described previously. The basic assumptions on which the forecast is made should consider cash requirements for such anticipated expenditures as:

   (1) Recurring payments, such as salaries, rent, local transportation and other items which are incremental throughout the forecast period.
   (2) Estimated amounts and the timing of payments for purchases of equipment, supplies and materials, transportation and other irregular expense items.

c. Requests for subsequent advances shall be paid upon receipt provided that intervening invoices (recipient's invoices or Form 1034's - Exhibit No. 3) accounting for costs incurred are also consistent with the cost forecast. The contractor's forecast may be revised whenever appropriate on the initiative of the contractor, or upon the request of the Regional Office. Requests for advances will be processed in time for delivery to cash as shown in the forecast or within five working days of receipt, if received late.

d. Numbering of requests for advance and invoices accounting for costs incurred will be serially controlled, starting with the first request, for example:

Voucher No. 1 - Initial request for advance
Voucher No. 2 - First accounting for costs incurred
Voucher No. 3 - Second incremental advance request
Voucher No. 4 - Second accounting for costs incurred
Voucher No. 5 - Third incremental advance request
Voucher No. 6 - Third accounting for costs incurred

e. It is expected that vouchers will show current period costs as well as cumulative costs to the end of the period invoiced and set off the cumulative costs against cumulative advances to show the balance of Federal funds on hand unexpended. (Exhibit No. 3).

INSTRUCTIONS FOR PREPARATION OF STANDARD FORM 1034 FOR REQUESTING INITIAL ADVANCE FUNDING UNDER TREASURY CHECK METHOD

These instructions are referenced to the numbered sections of the attached sample form SF-1034.

(1) VOUCHER NUMBER. Assign sequence numbers to each voucher submitted, starting with Number one to continue sequentially for duration of contract.

(2) ADDRESSEE. In order to assure prompt handling of request or claim, addressee block should read as shown on sample (unless otherwise advised by amendment).

(3) DATE VOUCHER PREPARED. Enter date voucher is prepared.

(4) CONTRACT NUMBER. Enter Federal contract or grant number.

(5) PAYEE'S NAME AND ADDRESS. Enter payee's name and address, including zip code, exactly as needed for mailing of the check. U.S. Treasury will imprint check exactly as shown.

  (5a) The bracketed space under the payee block is provided for insertion by payee of a check identifier code for imprinting on face of check by Treasury.

(6) DATE OF DELIVERY OF SERVICE. Enter inclusive dates of period for advance funding requested, not to exceed one month.

(7) ARTICLES OR SERVICES. Enter simple statement such as shown on attached form to identify that the claim is an initial request for advance funding. It is not necessary to furnish details supporting the estimated cash requirement until the actual expenditures are made and vouchered.

(8) AMOUNT. Show the total Federal funds to be advanced.

NOTE: The form 1034 is not mandatory. States and contractors may use their own standard invoice form. However, the items described herein must be shown in the request for advance funding.

Standard Form 1034
7 GAO 5000
1034-113

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

VOUCHER NO. (1) 1

SCHEDULE NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION (2)

Director, Office of Financial
Management - 48-60
National Highway Traffic Safety
Administration
Washington, D.C. 20590

DATE VOUCHER PREPARED (3) 6/15/71

CONTRACT NUMBER AND DATE (4) HS-001-27-100

REQUISITION NUMBER AND DATE

PAID BY

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

GOVERNMENT B/L NUMBER

PAYEE'S NAME AND ADDRESS

City of West Eastminster
Office of Alcohol Countermeasures
308 Standard Avenue
West Eastminster, Maine (ZIP)

(5a) ( )

SHIPPED FROM TO WEIGHT

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (*Enter description, item number of contract or Federal supply schedule, and other information deemed necessary*)	QUANTITY	UNIT PRICE		AMOUNT
				COST	PER	(¹)
	(6) July 1 to July 31 1971	(7) Initial request for advance funding				(8) $50,000.00
					TOTAL	(9) $50,000.00

(Use continuation sheet(s) if necessary)

(Payee must NOT use the space below)

PAYMENT:	APPROVED FOR = $	EXCHANGE RATE = $1.00	DIFFERENCES	
☐ COMPLETE ☐ PARTIAL ☐ FINAL	BY ²			
☐ PROGRESS ☐ ADVANCE	TITLE		Amount verified; correct for (*Signature or initials*)	

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(*Date*) (*Authorized Certifying Officer*) ² (*Title*)

ACCOUNTING CLASSIFICATION

PAID BY	CHECK NUMBER	ON TREASURER OF THE UNITED STATES	CHECK NUMBER	ON (*Name of bank*)
	CASH $	DATE	PAYEE ³	

---

¹ When stated in foreign currency, insert name of currency
² If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.
³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.

PER

TITLE

★ U.S. GOVERNMENT PRINTING OFFICE : 1967 O—262-530

INSTRUCTIONS FOR REQUESTING INCREMENTAL ADVANCE FUNDING UNDER TREASURY CHECK METHOD

These instructions are referenced to the numbered sections of the attached sample form, SF-1034.

(1) VOUCHER NUMBER. Sequence number assigned by contractor or grantee, serially controlled.

(2) ADDRESSEE. (same instruction as Exhibit No. 1)

(3) DATE VOUCHER PREPARED. (same as Exhibit No. 1)

(4) CONTRACT NUMBER. (same as Exhibit No. 1)

(5) and (5a) PAYEE'S NAME AND ADDRESS. (same as Exhibit No. 1)

(6) DATE OF DELIVERY OR SERVICE. (same as Exhibit No. 1)

(7) ARTICLES OR SERVICES. Enter (a) show that this is a request for an increment of advance funding and (b) compute and display the status of funds advanced, showing cumulative advances, Less: cumulative expenditures; and balance of Federal funds on hand; Less: projected period expenditures; and the additional incremental advance.

(8) AMOUNT. Enter amount of Federal funds requested.

Standard Form 1034
7 GAO 5000
1034-113

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

VOUCHER NO. (1) 2

SCHEDULE NO.

PAID BY

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION (2)
Director, Office of Financial
Management - 48-60
National Highway Traffic Safety
Administration
Washington, D.C. 20590

DATE VOUCHER PREPARED (3)
7/26/71

CONTRACT NUMBER AND DATE (4)
HS-001-27-100

REQUISITION NUMBER AND DATE

(5)
PAYEE'S NAME AND ADDRESS
City of West Eastminster
Office of Alcohol Countermeasures
308 Standard Avenue
West Eastminster, Maine (ZIP)

(5a) ( )

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

SHIPPED FROM TO WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (*Enter description, item number of contract or Federal supply schedule, and other information deemed necessary*)	QUANTITY	UNIT PRICE COST	UNIT PRICE PER	AMOUNT (8) (¹)
	(6) Aug. 1 to Aug. 31	(a) Request for second increment of advance funding				$20,000.00
		(b) Status of funds advanced:				
		Cumulative advances $50,000.00				
		Cumulative Expenditures 35,000.00				
		Balance Federal funds on hand $15,000.00				
		Projected Period expenditures (35,000.00				
		Additional incremental advance $20,000.00				

(Use continuation sheet(s) if necessary) **(Payee must NOT use the space below)** **TOTAL** $20,000.00

PAYMENT:
☐ COMPLETE
☐ PARTIAL
☐ FINAL
☐ PROGRESS
☐ ADVANCE

APPROVED FOR =$

EXCHANGE RATE =$1.00

BY

TITLE

DIFFERENCES

Amount verified; correct for

(*Signature or initials*)

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(*Date*) (*Authorized Certifying Officer*) ² (*Title*)

ACCOUNTING CLASSIFICATION

PAID BY

CHECK NUMBER ON TREASURER OF THE UNITED STATES

CHECK NUMBER ON (*Name of bank*)

CASH $

DATE

PAYEE ³

PER

TITLE

¹ When stated in foreign currency, insert name of currency.
² If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.
³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.

☆ U.S. GOVERNMENT PRINTING OFFICE : 1967 O—262-539

F-6

Standard Form 1035
7 GAO 5000
1035-108

(8)

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

CONTINUATION SHEET

VOUCHER NO. 3
SCHEDULE NO. 2 of 2
SHEET NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES *(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)*		QUANTITY	UNIT PRICE COST	UNIT PRICE PER	AMOUNT
	July 1 to July 31	(a) Itemization of Current Period Expenditures					
		A. Project Management					
		Salaries	$2,000.00				
		Employee Benefits	500.00				
		Travel	1,000.00				
		Equipment	5,000.00				
		Sub-total Project Management					$8,500.00
		B. Enforcement					
		Salaries	$8,000.00				
		Employee Benefits	2,000.00				
		Travel	1,000.00				
		Equipment	1,000.00				
		Sub-total Enforcement					12,000.00
		C. Judicial					
		Salaries	$2,000.00				
		Employee Benefits	500.00				
		Psyc. Testing Material	2,000.00				
		Sub-total Judicial					4,500.00
		D. Public Information					
		Salaries	$6,000.00				
		Employee Benefits	1,500.00				
		Travel	500.00				
		Supplies	2,000.00				
		Total Invoiced - Voucher No. 2					10,000.00
							$35,000.00

(b) Summary of Expenditures to date

Category	Current Period	+	Previous	=	Cumulative
A	$8,500.00		0		$8,500.00
B	12,000.00		0		12,000.00
C	4,500.00		0		4,500.00
D	10,000.00		0		10,000.00
Total	$35,000.00		-0-		$35,000.00

INSTRUCTIONS FOR ACCOUNTING FOR COSTS INCURRED USING STANDARD FORM 1034 PUBLIC VOUCHER UNDER THE TREASURY CHECK METHOD FOR ADVANCE FUNDING

These instructions are exclusive of vouchering expenditures under 23 USC 402, the State and Community Highway Safety Program (see Volume 101, Chapter II, Highway Safety Program Manual).

(1) VOUCHER NUMBER. Continue numbering sequentially with vouchers requesting advances.

(2) ADDRESSEE. (same instruction as Exhibit No. 1)

(3) DATE VOUCHER PREPARED. (same instruction as Exhibit No. 1)

(4) CONTRACT NUMBER. (same instruction as Exhibit No. 1)

(5) and (5a) PAYEE'S NAME AND ADDRESS. (same instruction as Exhibit No. 1)

(6) DATE OF DELIVERY OF SERVICE. (same instruction as Exhibit No. 1)

(7) ARTICLES OR SERVICES. Summarize on SF-1034 the cumulative expenditures to date, deducting previously claimed expenditures to determine net amount claimed for current period. Extend figures under "amount" column and show net in "total" amount claimed for current period.

(8) CONTINUATION SHEET SF-1035. (a) The itemization of current period expenditures is illustrated in Exhibit No. 3.1, identified as page 2, Voucher No. 3. The illustration represents contract or program categories A, B, C, and D which are identical to categories in a "typical" contract. Within these program categories the cost classifications such as Salaries, Employee Benefits, Travel, Equipment, etc., are summarized. Sub-totals by program categories are extended in the "amount" column and added to arrive at the total invoiced on the voucher face. (b) A summary of Expenditures to date by program categories is illustrated to show computation of cumulative expenditures (current period and previous costs claimed).

Standard Form 1034
7 GAO 5000
1034-113

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

VOUCHER NO. (1)
3

SCHEDULE NO.

PAID BY

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION (2)
Director, Office of Financial
Management -48-60
National Highway Traffic Safety
Administration
Washington, D.C. 20590

DATE VOUCHER PREPARED (3)
7/31/71

CONTRACT NUMBER AND DATE (4)
HS-001-27-100

REQUISITION NUMBER AND DATE

(5)
PAYEE'S NAME AND ADDRESS
City of West Eastminster
Office of Alcohol Countermeasures
308 Standard Avenue
West Eastminster, Maine (ZIP)

(5a) ( )

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

SHIPPED FROM
TO
WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (*Enter description, item number of contract or Federal supply schedule, and other information deemed necessary*)	QUANTITY	UNIT PRICE COST	UNIT PRICE PER	AMOUNT (¹)
	(6)	Cumulative expenditures to date				$35,000.00
	July 1	Less: Previously claimed				-0-
		Claimed for current period				$35,000.00
	to	Status of funds advanced:				
	July 31	Cumulative advances $50,000.00				
		Less: Cumulative expenditures 35,000.00				
		Balance Federal funds on hand $15,000.00				

(Use continuation sheet(s) if necessary)

(Payee must NOT use the space below)

TOTAL $35,000.00

PAYMENT:
☐ COMPLETE
☐ PARTIAL
☐ FINAL
☐ PROGRESS
☐ ADVANCE

APPROVED FOR
= $

EXCHANGE RATE
= $1.00

DIFFERENCES
Applied to Advance 35,000.00

BY

TITLE

Amount verified; correct for

(*Signature or initials*)

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(*Date*) (*Authorized Certifying Officer*) ² (*Title*)

ACCOUNTING CLASSIFICATION

PAID BY
CHECK NUMBER
ON TREASURER OF THE UNITED STATES
CHECK NUMBER
ON (*Name of bank*)
CASH
$
DATE
PAYEE ³

¹ When stated in foreign currency, insert name of currency.
² If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.
³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.

PER

TITLE

* U.S. GOVERNMENT PRINTING OFFICE : 1967 O—262-538

Appendix G

COUNTERMEASURES

Rehabilitation

Arrange for detoxification of drivers arrested for DWI.

Arrange for diagnosis of drivers convicted and sentenced for DWI.

Use a diagnostic center for medical and psychological evaluation of problem drinkers.

Organize a medically managed drug regime for problem drinkers referred for treatment.

Develop a rehabilitation program with a group therapy approach.

Encourage health and medical officials to seek cooperative funding of alcohol treatment facilities from NIMH.

Establish a Driver re-training program for convicted DWI's and DUI's.

Organize transportation service for drivers who have had too much to drink.

Introduce transportation assistance program for those whose licenses have been revoked.

Establish a "Crisis Intervention Center' to assist individuals in coping with stress which might lead to heavy drinking.

Encourage business leaders to hire recovered alcoholics and those undergoing treatment who might otherwise have difficulty in finding employment.

Utilize public and private groups to assist the families of problem drinkers who are undergoing rehabilitation.

Enforcement

Provide for special enforcement of drinking-driving laws.

Provide for special training on breath testing equipment.

Determine locations and times of day of accidents involving drinking, and increase patrols during those hours and places.

Provide for special surveillance of drivers with revoked license.

Train law enforcement personnel in methods of detecting, apprehending and handling intoxicated drivers.

Establish a system of spot roadside checks.

Equip police patrols with a supply of breath testing devices which could be used for pre-arrest screening.

Review arraignment procedures with a view toward simplifying and reducing the involvement of arresting officers.

Train officers in methods and techniques of collecting evidence and presenting testimony in DWI court cases.

Use video tapes to record speech and demeanor of the drinking driver at the time of his arrest.

Use mobile vans operated by police officers to handle apprehension actions on sites.

Use helicopters to detect and apprehend DWI's.

Judicial

Require pre-sentence investigation of convicted drinking drivers.

Require selected individuals convicted of alcohol related offenses to undergo a physical and psychological evaluation as a means for diagnosing problems and assessing the individual's motivation for treatment.

Provide for referral of problem drinkers for treatment.

Provide special training to qualified chemical test personnel in explaining tests and interpreting results to juries in DWI court cases.

Provide special training for selected prosecutors whose sole function would be devoted to prosecution of DWI violations.

Augment probation staff with personnel especially trained in alcohol problems.

Legislative and Regulatory

Provide for chemical tests and specify legal concentration to define drunkenness at no higher than .10% BAC.

Provide for implied consent for chemical tests.

Require license revocation if test is refused.

Set specification and procedures for chemical tests.

Establish qualifications for persons authorized to administer chemical tests and analyze results.

Provide for use of pre-arrest chemical test.

Review and study the Uniform Vehicle Code and Model Traffic Ordinance for suggested content and wording for proposed laws on alcohol and traffic safety.

Provide for impounding vehicles of drivers who have a second DWI conviction within a three-year period or have driven while licenses were revoked.

Provide for suspension or revocation of license plates of vehicles owned by persons convicted of a drinking driving offense.

Provide for special tags or registration certificates for vehicles owned by convicted drinking drivers.

Licensing and Registration

Include alcohol safety questions in license examination and driver handbook.

Provide for certification by the license applicant regarding previous arrests and treatment for alcoholism.

Enter alcohol related traffic convictions from court records in driver's record.

Enter non-traffic alcohol related convictions in driver's record.

Enter all alcohol-related information from Social Health Agency records in driver's record.

Provide for flagging vehicle records for cars owned by problem drinkers.

Provide for the inclusion of chemical test data in accident record.

Establish Medical Advisory Boards (MAB's) for Licensing Agencies.

Provide for review of convicted DWI drivers by MAB prior to reinstating licenses.

Empower MAB to require physical exams of drivers whose records they review.

Prohibit the transfer of vehicles with special registration certificates.

Develop guidelines for special restricted or occupational licensing of persons whose driving privilege is otherwise revoked.

Public Information and Education

Develop mass media public education campaign on alcohol safety.

Develop speakers bureau program on alcohol safety.

Augment alcohol safety sections of high school driver education programs.

Add sections on alcohol to primary safety courses and to appropriate secondary courses (Family Life Courses, etc.).

Develop school driver improvement programs for special offenders.

Develop presentations on needed legislation and use them before civic and professional organizations.

Prepare frequent news releases on the ASAP countermeasure efforts.

Organize a "personal correspondence program" to assure that the ASAP message reaches all key community leaders and officials (doctors, lawyers, religious leaders, social workers, legislators, etc.).

Organize and encourage visits to DWI courts by school classes and other interested community groups.

Disseminate information on how to drink safely. A 12-page booklet entitled The Driver's Guide to Drinking can be obtained by writing to the Membership Department, National Safety Council.

Enlist the cooperation of celebrities residing or visiting in the local area to help publicize the ASAP.

Explore the possibility for a State-wide summer workshop for driver education teachers to assist in preparing classes on alcohol and driving.

Appendix H

ASAP
EVALUATION DATA TABLES

This Appendix provides a listing of ASAP Evaluation Data tables required to be submitted in quarterly progress reports prepared by each ASAP. In developing the tables, every attempt was made to follow the definitions set forth in the ASAP Evaluation Manual. Additional explanatory information on the uses, definitions, and specific applicabiiity of the tables will be provided to projects by various means available to the National Highway Traffic Safety Administration.

LIST OF TABLES

Table
1 Total Project Impact: Survey Data
2 Total Project Impact: Financial Data
3A Total Project Impact: Fatal–Single Vehicle
3B Total Project Impact: Fatal–Multivehicle
3C Total Project Impact: Fatal–Total
3D Total Project Impact: Injury–Single Vehicle
3E Total Project Impact: Injury–Multivehicle
3F Total Project Impact: Injury–Total
3G Total Project Impact: Total Crashes–Single Vehicle
3H Total Project Impact: Total Crashes–Multivehicle
3I Total Project Impact: Total Crashes–Total
4A Total Project Impact: Crash Data
4B Total Project Impact: Crash Data
5A Total Project Impact: BAC Data for Drivers
5B Total Project Impact: BAC Data for Drivers
6A Total Project Impact: BAC Data for Drivers Arrested for A/R Offenses
6B Total Project Impact: BAC Data for Drivers Arrested for A/R Offenses
7A Enforcement: Financial Data
7B Enforcement: Financial Data
8A Enforcement: Patrol Activity by Time of Day–ASAP Patrols
8B Enforcement: Patrol Activity by Time of Day–ASAP Patrols
8C Enforcement: Patrol Activity by Time of Day–Regular Patrols
9A Judicial: Financial Data
9B Judicial: Financial Data
10A Judicial Operations
10B Judicial Operations
11 Judicial: Presentence Investigation
12 Judicial: Disposition of A/R Convictions
13 Rehabilitation: Financial Data
14 Rehabilitation: Program Status Report
15 Rehabilitation: Medical/Psychological Diagnosis and Evaluation Activity
16A Rehabilitation: Recidivists by Rehabilitation Program
16B Rehabilitation: Recidivists by Rehabilitation Program
16C Rehabilitation: Recidivists by Rehabilitation Program
16D Rehabilitation: Recidivists by Rehabilitation Program
16E Rehabilitation: Recidivists by Rehabilitation Program
16F Rehabilitation: Recidivists by Rehabilitation Program
17 Driver License Record Review
18 Public Information and Education Activity Summary

TABLE 1

TOTAL PROJECT IMPACT
SURVEY DATA

QTR ENDING______
BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QUARTER	PRIOR QUARTER	BASELINE QUARTER
ROADSIDE SURVEY			
Number Cars Stopped for Interview			
Number Interviews			
BAC's Taken			
Negative			
01 to 04			
05 to 09			
10 to 14			
15 to 19			
20 to 24			
25 +			
HOUSEHOLD SURVEY			
Number Interviewed			
Number Having Knowledge of:			
Alcohol in crashes			
Consumption vs Intoxication			
Presumptive Limit			
Problem vs Social Drinker			
ASAP Program			
Risk of Arrest for DWI			

TABLE 2

TOTAL PROJECT IMPACT
FINANCIAL DATA

QTR ENDING__________

CATEGORY	REPORTING QTR		PRIOR QTR		CUMULATIVE TOTAL	
	PLAN	ACTUAL	PLAN	ACTUAL	PLAN	ACTUAL
ADMINISTRATIVE						
PROGRAM MANAGEMENT						
Salaries						
Equipment						
Materials						
Facilities						
Services						
Other						
EVALUATION						
ENFORCEMENT						
JUDICIAL						
REHABILITATION						
LICENSING AND REGISTRATION						
LEGISLATIVE REG.						
PUBLIC INFORMATION AND EDUCATION						
OTHER (Specify) ____________						
____________						
____________						
TOTAL EXPENDITURES						

TABLE 3A

TOTAL PROJECT IMPACT

FATAL
SINGLE VEHICLE

QTR ENDING________

DAY OF WEEK	TIME OF DAY						
	M - 4AM	4 - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M	TOTAL
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							
TOTAL							

TABLE 3B
TOTAL PROJECT IMPACT
FATAL
MULTIVEHICLE

QTR ENDING________

DAY OF WEEK	TIME OF DAY						
	M - 4AM	4 - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M	TOTAL
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							
TOTAL							

TABLE 3C

TOTAL PROJECT IMPACT
FATAL
TOTAL

QTR ENDING______

DAY OF WEEK	TIME OF DAY						
	M - 4AM	4 - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M	TOTAL
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							
TOTAL							

TABLE 3D
TOTAL PROJECT IMPACT
INJURY
SINGLE VEHICLE

QTR ENDING________

DAY OF WEEK	TIME OF DAY						
	M - 4AM	4 - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M	TOTAL
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							
TOTAL							

TABLE 3E

TOTAL PROJECT IMPACT

INJURY

MULTIVEHICLE

QTR ENDING________

DAY OF WEEK	TIME OF DAY						
	M - 4AM	4 - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M	TOTAL
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							
TOTAL							

TABLE 3F
TOTAL PROJECT IMPACT
INJURY
TOTAL

QTR ENDING________

DAY OF WEEK	TIME OF DAY						
	M - 4AM	4 - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M	TOTAL
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							
TOTAL							

TABLE 3G

TOTAL PROJECT IMPACT

TOTAL CRASHES

SINGLE VEHICLE

QTR ENDING________

DAY OF WEEK	TIME OF DAY						
	M - 4AM	4 - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M	TOTAL
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							
TOTAL							

TABLE 3H
TOTAL PROJECT IMPACT
TOTAL CRASHES
MULTIVEHICLE

QTR ENDING______

DAY OF WEEK	TIME OF DAY						
	M - 4AM	4 - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M	TOTAL
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							
TOTAL							

TABLE 31

TOTAL PROJECT IMPACT

TOTAL CRASHES

TOTAL

QTR ENDING________

DAY OF WEEK	TIME OF DAY						
	M - 4AM	4 - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M	TOTAL
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							
TOTAL							

TABLE 4A

TOTAL PROJECT IMPACT
CRASH DATA

QTR ENDING______

BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QTR				PRIOR QTR				BASELINE QTR			
	MONTH			QTR TOTAL	MONTH			QTR TOTAL	MONTH			QTR TOTAL
	1	2	3		1	2	3		1	2	3	
TOTAL CRASHES												
A/R Crashes												
Det. by BAC												
Other												
Single Vehicle												
A/R Crashes												
Det. by BAC												
Other												
Multi-vehicle												
A/R Crashes												
Det. by BAC												
Other												
FATAL CRASHES												
Total Killed												
Total Injured												
A/R Crashes												
Det. by BAC												
Other												
Single Vehicle												
A/R Crashes												
Det. by BAC												
Other												
Multi-vehicle (See Table 4B)												

TABLE 4B

TOTAL PROJECT IMPACT
CRASH DATA

QTR ENDING______
BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QTR				PRIOR QTR				BASELINE QTR			
	MONTH			QTR TOTAL	MONTH			QTR TOTAL	MONTH			QTR TOTAL
	1	2	3		1	2	3		1	2	3	
Multi-Vehicle												
A/R Crashes												
Det. by BAC												
Other _____												
Pedestrian Crashes												
Driver HBD												
Ped HBD												
Both HBD												
INJURY CRASHES												
TOTAL INJURED												
A/R Crashes												
Determined by BAC												
Other __________												
Single Vehicle												
A/R Crashes												
Det. by BAC												
Other _____												
Multi-Vehicle												
A/R Crashes												
Det. by BAC												
Other _____												
Pedestrian Crashes												
Driver HBD												
Ped. HBD												
Both HBD												

TABLE 5A

TOTAL PROJECT IMPACT
BAC DATA FOR DRIVERS

QTR ENDING______

BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QTR				PRIOR QTR				BASELINE QTR			
	MONTH			QTR TOTAL	MONTH			QTR TOTAL	MONTH			QTR TOTAL
	1	2	3		1	2	3		1	2	3	
DRIVERS KILLED												
Number of BAC's Obtained												
% Obtained												
Average BAC												
Negative BAC												
01 to 04												
05 to 09												
10 to 14												
15 to 19												
20 to 24												
25 +												
DRIVERS INJURED IN FATAL CRASHES												
Number of BAC's Obtained												
% Obtained												
Average BAC												
Negative BAC												
01 to 04												
05 to 09												
10 to 14												
15 to 19												
20 to 24												
25 +												
DRIVERS INJURED IN NON-FATAL CRASHES (See Table 5B)												

TABLE 5B

TOTAL PROJECT IMPACT
BAC DATA FOR DRIVERS

QTR ENDING_____

BASELINE PERIOD_____

EVALUATION MEASURE	REPORTING QTR				PRIOR QTR				BASELINE QTR			
	MONTH			QTR TOTAL	MONTH			QTR TOTAL	MONTH			QTR TOTAL
	1	2	3		1	2	3		1	2	3	
DRIVERS INJURED IN NON-FATAL CRASHES												
Number of BAC's Obtained												
% Obtained												
Average BAC												
Negative BAC												
01 to 04												
05 to 09												
10 to 14												
15 to 19												
20 to 24												
25 +												
DRIVERS NOT INJURED AND NOT ARRESTED IN FATAL CRASHES												
Number of BAC's Obtained												
% Obtained												
Average BAC												
Negative BAC												
01 to 04												
05 to 09												
10 to 14												
15 to 19												
20 to 24												
25 +												

TABLE 6A

TOTAL PROJECT IMPACT
BAC DATA FOR DRIVERS ARRESTED FOR A/R OFFENSES

QTR ENDING_____

BASELINE PERIOD_____

EVALUATION MEASURE	REPORTING QTR				PRIOR QTR				BASELINE QTR			
	MONTH			QTR TOTAL	MONTH			QTR TOTAL	MONTH			QTR TOTAL
	1	2	3		1	2	3		1	2	3	
TOTAL DRIVERS ARRESTED												
FATAL CRASH ARRESTS												
Number of BACs Obtained												
% Obtained												
Average BAC												
Negative												
01 to 04												
05 to 09												
10 to 14												
15 to 19												
20 to 24												
25 +												
INJURY CRASH ARRESTS												
Number of BACs Obtained												
% Obtained												
Average BAC												
Negative												
01 to 04												
05 to 09												
10 to 14												
15 to 19												
20 to 24												
25 +												
PROPERTY DAMAGE ARRESTS (See Table 6B)												

TABLE 6B

TOTAL PROJECT IMPACT
BAC DATA FOR DRIVERS ARRESTED FOR A/R OFFENSES

QTR ENDING______

BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QTR				PRIOR QTR				BASELINE QTR			
	MONTH			QTR TOTAL	MONTH			QTR TOTAL	MONTH			QTR TOTAL
	1	2	3		1	2	3		1	2	3	
PROPERTY DAMAGE ARRESTS												
Number of BAC's Obtained												
% Obtained												
Average BAC												
Negative												
01 to 04												
05 to 09												
10 to 14												
15 to 19												
20 to 24												
25 +												
NON-CRASH ARRESTS												
Number of BACs Obtained												
% Obtained												
Average BAC												
Negative												
01 to 04												
05 to 09												
10 to 14												
15 to 19												
20 to 24												
25 +												

TABLE 7A

ENFORCEMENT
FINANCIAL DATA

QTR ENDING__________

CATEGORY	REPORTING QTR		PRIOR QTR		CUMULATIVE TOTAL	
	PLAN	ACTUAL	PLAN	ACTUAL	PLAN	ACTUAL
TOTAL ENFORCEMENT COST						
ADMINISTRATIVE COST						
Salaries						
Equipment						
Materials						
Facilities						
Services						
Other						
Number of Staff						
PATROL						
Salaries						
Equipment						
Materials						
Other						
Number of Patrolmen						
TRAINING (See Table 7B)						

TABLE 7B

ENFORCEMENT
FINANCIAL DATA

QTR ENDING__________

CATEGORY	REPORTING QTR		PRIOR QTR		CUMULATIVE TOTAL	
	PLAN	ACTUAL	PLAN	ACTUAL	PLAN	ACTUAL
TRAINING						
Salaries						
Equipment						
Materials						
Facilities						
Other						
Number of Staff						
SPECIAL ACTIVITIES						
Court Appearances						
Other (Specify)						

TABLE 8A
ENFORCEMENT
PATROL ACTIVITY BY TIME OF DAY
ASAP PATROLS

QTR ENDING______

BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QUARTER							PRIOR QTR TOTAL	BASELINE QTR TOTAL
	TIME						TOTAL		
	M - 4AM	4AM - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M			
A/R TRAFFIC ARRESTS									
DWI (or equivalent)									
Other ______									
Other ______									
IMPLIED CONSENT REFUSALS									
PATROL MAN HOURS									
A/R TRAFFIC ARRESTS PER PATROL MAN HOURS									
NUMBER OF BACs OBTAINED									
% Obtained									
Average BAC									
Negative BAC									
01 to 04									
05 to 09									
10 to 14									
15 to 19									
20 to 24									
25 +									
A/R ARRESTS BY DAY OF WEEK (See Table 8B)									

TABLE 8B
ENFORCEMENT
PATROL ACTIVITY BY TIME OF DAY
ASAP PATROLS

QTR ENDING______

BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QUARTER							PRIOR QTR TOTAL	BASELINE QTR TOTAL
	TIME						TOTAL		
	M - 4AM	4AM - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M			
A/R ARRESTS BY DAY OF WEEK									
MON									
TUE									
WED									
THU									
FRI									
SAT									
SUN									

TABLE 8C

ENFORCEMENT
PATROL ACTIVITY BY TIME OF DAY
REGULAR PATROLS

QTR ENDING______

BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QUARTER							PRIOR QTR TOTAL	BASELINE QTR TOTAL
	TIME						TOTAL		
	M - 4AM	4AM - 8AM	8AM - N	N - 4PM	4PM - 8PM	8PM - M			
A/R TRAFFIC ARRESTS									
DWI (or equivalent)									
Other ____________									
Other ____________									
IMPLIED CONSENT REFUSALS									
NUMBER OF BACs OBTAINED									
% Obtained									
Average BAC									
Negative									
01 to 04									
05 to 09									
10 to 14									
15 to 19									
20 to 24									
25 +									
A/R ARRESTS BY DAY OF WEEK									
MON									
TUE									
WED									
THU									
FRI									
SAT									
SUN									

TABLE 9A

JUDICIAL
FINANCIAL DATA

QTR ENDING__________

CATEGORY	REPORTING QTR		PRIOR QTR		CUMULATIVE TOTAL	
	PLAN	ACTUAL	PLAN	ACTUAL	PLAN	ACTUAL
TOTAL JUDICIAL COST						
Salaries						
Equipment						
Materials						
Facilities						
Services						
Other						
Number of Staff						
JUDGES						
Salaries						
Number of Judges						
PROSECUTORS						
Salaries						
Number of Prosecutors						
PROBATION OFFICERS						
Salaries						
Number of Officers						
TRAINING (See Table 9B)						

TABLE 9B
JUDICIAL
FINANCIAL DATA

QTR ENDING__________

CATEGORY	REPORTING QTR		PRIOR QTR		CUMULATIVE TOTAL	
	PLAN	ACTUAL	PLAN	ACTUAL	PLAN	ACTUAL
TRAINING						
Salaries						
Equipment						
Materials						
Facilities						
Services						
Other						
SPECIAL ACTIVITIES						
Expert Witness						
Presentence Investigation						
Other (Specify)						

TABLE 10A
JUDICIAL OPERATIONS

QTR ENDING________
BASELINE PERIOD________

EVALUATION MEASURE	REPORTING QTR			PRIOR QTR	BASELINE QTR
	A/R TRAFFIC OFFENSE CHARGE RESULTING FROM				
	TOTAL	CRASH	NON-CRASH	TOTAL	TOTAL
A/R TRAFFIC ARRESTS					
A/R TRAFFIC ARRESTS NOT ARRAIGNED					
A/R TRAFFIC ARRESTS ARRAIGNED A/R CHARGE					
A/R TRAFFIC ARREST ARRAIGNED NON A/R CHARGE					
BACs Obtained					
Average					
Range					
A/R TRAFFIC DEFENDANTS WAITING TRIAL					
A/R TRAFFIC DEFENDANTS WITH PROSECUTION:					
Deferred					
Reinstated					
DEFENDANTS CONVICTED FOR A/R TRAFFIC OFFENSE(s)					
BACs Obtained					
Average					
Range					
Jury Trial					
DEFENDANTS CONVICTED FOR NON A/R TRAFFIC OFFENSE(s)					
(See Table 10B)					

TABLE 10B

JUDICIAL OPERATIONS

QTR ENDING________
BASELINE PERIOD________

EVALUATION MEASURE	REPORTING QTR			PRIOR QTR	BASELINE QTR
	A/R TRAFFIC OFFENSE CHARGE RESULTING FROM				
	TOTAL	CRASH	NON-CRASH	TOTAL	TOTAL
DEFENDANTS CONVICTED FOR NON A/R TRAFFIC OFFENSE(s)					
BACs Obtained					
Average					
Range					
Jury Trials					
DEFENDANTS ACQUITTED					
BACs Obtained					
Average					
Range					
DEFENDANTS DISMISSED					
BACs Obtained					
Average					
Range					

TABLE 11

JUDICIAL
PRESENTENCE INVESTIGATION

QTR ENDING______
BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QUARTER	PRIOR QUARTER	BASELINE QUARTER
TOTAL A/R TRAFFIC CONVICTIONS			
P.S.I. BACKGROUND INVESTIGATION			
Interview			
Driver Records			
Criminal Records			
Social/Health Agency			
Family/Employment Check			
Other (Specify)			
____________			
____________			
____________			
P.S.I. MEDICAL/PSYCHOLOGICAL INVESTIGATIONS			
RESULTS OF P.S.I.			
Recommend for Rehabilitation			
Problem Drinker			
Non-Problem Drinker			
Category Unidentified			
Not Recommended for Rehabilitation			
Problem Drinker			
Non-Problem Drinker			
Category Unidentified			

TABLE 12

JUDICIAL
DISPOSITION OF A/R CONVICTIONS

QTR ENDING______
BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QUARTER	PRIOR QUARTER	BASELINE QUARTER
DISPOSITION OF A/R CONVICTIONS			
Referred to Rehabilitation			
With Punitive Action			
Without Punitive Action			
Punitive Action Suspended			
Punitive Action Partially Suspended			
Referred but refused			
Not Referred to Rehabilitation			
Jail			
License Action			
Fine			
Probation			
Other			

TABLE 13

REHABILITATION
FINANCIAL DATA

QTR ENDING__________

CATEGORY	REPORTING QTR		PRIOR QTR		CUMULATIVE TOTAL	
	PLAN	ACTUAL	PLAN	ACTUAL	PLAN	ACTUAL
CHEMOTHERAPY COSTS						
ALCOHOL SAFETY SCHOOL						
Salaries						
Equipment						
Materials						
Facilities						
Services						
Other						
OTHER (Specify)						
Salaries						
Equipment						
Materials						
Facilities						
Services						
Other						

TABLE 14

REHABILITATION
PROGRAM STATUS REPORT

QTR ENDING________
BASELINE PERIOD________

EVALUATION MEASURE	REPORTING QTR				PRIOR QTR				BASELINE QTR			
	ENROLLED BEGINNING OF QTR	ENTER	COMP-LETED	DROP OUT	ENROLLED BEGINNING OF QTR	ENTER	COMP-LETED	DROP OUT	ENROLLED BEGINNING OF QTR	ENTER	COMP-LETED	DROP OUT
PROBLEM DRINKER REHAB.												
Chemotherapy												
In-Patient												
Alcohol Safety School												
Indiv. Psychotherapy												
Group Therapy												
AA												
Other (Specify)												
________												
________												
________												
NON-PROBLEM DRINKER REHAB.												
Alcohol Safety School												
Other (Specify)												
________												
________												
________												
CATEGORY UNIDENTIFIED												
Alcohol Safety School												
Other (Specify)												
________												
________												
________												

TABLE 15

REHABILITATION
MEDICAL/PSYCHOLOGICAL
DIAGNOSIS AND EVALUATION ACTICITY

QTR ENDING______

BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QTR					PRIOR QTR TOTAL	BASELINE QTR TOTAL
	REFERRAL SOURCE						
	TOTAL	COURT	LIC.	SELF	OTHER		
TOTAL REFERRALS							
PROBLEM DRINKERS DIAGNOSED							
Referred to Control							
Referred to Rehabilitation							
Chemotheraphy							
In-Patient							
Alcohol Safety School							
Individual Psychotherapy							
Group Therapy							
AA							
Others							
Accepting Rehabilitation							
Refusing Rehabilitation							
Pending Cases							
NON-PROBLEM DRINKERS DIAGNOSED							
Referred to Control							
Referred to Rehabilitation							
Alcohol Safety School							
Other (Specify)							
____________							
____________							
____________							
Accepting Rehabilitation							
Refusing Rehabilitation							
Pending Cases							

TABLE 16 A

REHABILITATION
RECIDIVISTS BY REHABILITATION PROGRAM

QTR ENDING________

BASELINE PERIOD________

EVALUATION MEASURE	TOTAL #	REHABILITATION PROGRAM						
		CHEMO-THERAPY	IN-PATIENT	ALCOHOL SAFETY SCHOOL	IND-PSYCHO THERAPY	AA	CONTROL GROUP	OTHER (SPECIFY)
NUMBER ENTERING IN Q1								
Recidivists in Q1								
Recidivists in Q2								
Recidivists in Q3								
Recidivists in Q4								
Total Recidivists								
% Q1 Recidivists								
NUMBER ENTERING IN Q2								
Recidivists in Q2								
Recidivists in Q3								
Recidivists in Q4								
Recidivists in Q5								
Total Recidivists								
% Q2 Recidivists								
NUMBER ENTERING IN Q3								
Recidivists in Q3								
Recidivists in Q4								
Recidivists in Q5								
Recidivists in Q6								
Total Recidivists								
% Q3 Recidivists								
NUMBER ENTERING IN Q4 (See Table 16B)								

TABLE 16 B

QTR ENDING________

BASELINE PERIOD_______

EVALUATION MEASURE	TOTAL #	REHABILITATION PROGRAM						
		CHEMO-THERAPY	IN-PATIENT	ALCOHOL SAFETY SCHOOL	IND-PSYCHO THERAPY	AA	CONTROL GROUP	OTHER (SPECIFY)
NUMBER ENTERING IN Q4								
Recidivists in Q4								
Recidivists in Q5								
Recidivists in Q6								
Recidivists in Q7								
Total Recidivists								
% Q4 Recidivists								

TABLE 16C

QTR ENDING________

BASELINE PERIOD________

EVALUATION MEASURE		REHABILITATION PROGRAM						
	TOTAL #	CHEMO-THERAPY	IN-PATIENT	ALCOHOL SAFETY SCHOOL	IND-PSYCHO THERAPY	AA	CONTROL GROUP	OTHER (SPECIFY)
NUMBER ENTERING IN Q5								
Recidivists in Q5								
Recidivists in Q6								
Recidivists in Q7								
Recidivists in Q8								
Total Recidivists								
% Q5 Recidivists								
NUMBER ENTERING IN Q6								
Recidivists in Q6								
Recidivists in Q7								
Recidivists in Q8								
Recidivists in Q9								
Total Recidivists								
% Q6 Recidivists								
NUMBER ENTERING IN Q7								
Recidivists in Q7								
Recidivists in Q8								
Recidivists in Q9								
Recidivists in Q10								
Total Recidivists								
% Q7 Recidivists								
NUMBER ENTERING IN Q8 (See Table 16D)								

TABLE 16 D

QTR ENDING________

BASELINE PERIOD________

EVALUATION MEASURE	TOTAL #	REHABILITATION PROGRAM						
		CHEMO-THERAPY	IN-PATIENT	ALCOHOL SAFETY SCHOOL	IND-PSYCHO THERAPY	AA	CONTROL GROUP	OTHER (SPECIFY)
NUMBER ENTERING IN Q8								
Recidivists in Q8								
Recidivists in Q9								
Recidivists in Q10								
Recidivists in Q11								
Total Recidivists								
% Q8 Recidivists								

TABLE 16 E

QTR ENDING________

BASELINE PERIOD________

EVALUATION MEASURE		REHABILITATION PROGRAM						
	TOTAL #	CHEMO-THERAPY	IN-PATIENT	ALCOHOL SAFETY SCHOOL	IND-PSYCHO THERAPY	AA	CONTROL GROUP	OTHER (SPECIFY)
NUMBER ENTERING IN Q9								
Recidivists in Q9								
Recidivists in Q10								
Recidivists in Q11								
Recidivists in Q12								
Total Recidivists								
% Q9 Recidivists								
NUMBER ENTERING IN Q10								
Recidivists in Q10								
Recidivists in Q11								
Recidivists in Q12								
Recidivists in Q13								
Total Recidivists								
% Q10 Recidivists								
NUMBER ENTERING IN Q11								
Recidivists in Q11								
Recidivists in Q12								
Recidivists in Q13								
Recidivists in Q14								
Total Recidivists								
% Q11 Recidivists								
NUMBER ENTERING IN Q12 (See Table 16F)								

TABLE 16 F

QTR ENDING________

BASELINE PERIOD________

EVALUATION MEASURE	TOTAL #	REHABILITATION PROGRAM						
		CHEMO-THERAPY	IN-PATIENT	ALCOHOL SAFETY SCHOOL	IND-PSYCHO THERAPY	AA	CONTROL GROUP	OTHER (SPECIFY)
NUMBER ENTERING IN Q12								
Recidivists in Q12								
Recidivists in Q13								
Recidivists in Q14								
Recidivists in Q15								
Total Recidivists								
% Q12 Recidivists								

TABLE 17

DRIVER LICENSE
RECORD REVIEW

QTR ENDING______
BASELINE PERIOD______

EVALUATION MEASURE	REPORTING QUARTER	PRIOR QUARTER	BASELINE QUARTER
TOTAL RECORDS REVIEWED			
PROBLEM DRINKING DRIVERS IDENTIFIED			
Referred for Diagnosis			
Number Assigned Rehabilitation			
License Action			
Other			
No Action			
EXPENDITURES			
Planned			
Actual			

TABLE 18

PUBLIC INFORMATION AND EDUCATION ACTIVITY SUMMARY

QTR ENDING______
BASELINE PERIOD______

MEDIA METHOD	REPORTING QTR			PRIOR QTR			BASELINE QTR		
	EVENTS	POPULATION REACHED	MAJOR TARGET	E	PR	MT	E	PR	MT
TELEVISION SPOTS									
SPECIAL TV PROGRAMS									
RADIO SPOTS									
SPECIAL RADIO PROGRAMS									
SPEAKERS BUREAU APPEARANCES									
NEWSPAPER ITEMS									
FILMS									
OTHER (Specify)									
______									
______									
______									
ASAP COSTS									
Planned									
Actual									

Appendix I

PRIVATE SECTOR RESOURCE ORGANIZATIONS

Alcohol and Alcoholism

Al-Anon Family Group Headquarters
125 East 23rd Street
New York, N. Y. 10010
(212) GR 5-6110

Allied Youth
Suite 1011
1901 Fort Myer Drive
Arlington, Va. 22209

American Business Men's Research Foundation
599 N. York Road
Elmhurst, Illinois 60126
(312) 834-0030

American Council on Alcohol Problems
119 Constitution Avenue, N. E.
Washington, D. C. 20002
(202) 543-2441

American Medical Society on Alcoholism
c/o Ruth Fox, M. D.
150 E. 52nd Street
New York, N. Y. 10022
(212) PL 9-3396

American Temperance Society
6830 Laurel Street
Washington, D. C. 20012

Calix Society
2211 Clinton Avenue South
Minneapolis, Minnesota 55404

Catholic Total Abstinence Union of America
c/o St. Mary's Seminary
Roland Park
Baltimore, Md. 21210

General Service Board of Alcoholics Anonymous
P. O. Box 459
Grand Central Station
New York, N. Y. 10017
(212) 686-1100

Intercollegiate Association for Study of the Alcohol Problem
717 Neil Avenue
Columbus, Ohio 43215

International Commission for the Prevention of Alcoholism
6830 Laurel Street, N. W.
Washington, D. C. 20012
(202) 723-0800

International Temperance Association
6830 Laurel Street
Washington, D. C. 20012

Licensed Beverage Industries
155 East 44th Street
New York, N. Y. 10017
(212) MU 2-4920

National Alcoholic Beverage Control Association
5454 Wisconsin Avenue, N. W.
Suite 1610
Washington, D. C. 20015

National Clergy Conference on Alcoholism
2744 N. Marshfield Avenue
Chicago, Illinois 60614
(312) 929-1062

National Committee for the Prevention of Alcoholism
6830 Laurel Street, N. W.
Washington, D. C. 20012
(202) 723-0800

National Council on Alcoholism
Two Park Avenue
New York, N. Y. 10016
(212) 889-3160

National Temperance and Prohibition Council
313 E. Juniper Street
Hazelton, Pennsylvania 18201

Alcohol and Alcoholism (cont.)

National Women's Christian
Temperance Union
1730 Chicago Avenue
Evanston, Illinois

North American Association of
Alcoholism Programs
1130 - 17th Street, N. W.
Suite 615
Washington, D. C. 20036
(202) 628-1585

(Rutgers) Center of Alcohol Studies
Rutgers University
New Brunswick, N. J. 08903

Temperance Education Foundation
110 South State Street
Westerville, Ohio 43081

Driving and Safety

American Association of Motor
Vehicle Administrators
1828 L. Street, N. W.
Washington, D. C. 20036
(202) 296-1955

American Automobile Association
1712 G. Street, N. W.
Washington, D. C. 20006

American Driver and Traffic
Safety Education Association
1201 - 16th Street, N. W.
Washington, D. C. 20036
(202) 223-9400 ext. 369

Highway Users Federation for
Safety and Mobility
200 Ring Building
Washington, D. C. 20854
(202) 338-3115

Insurance Institute for Highway
Safety
Watergate Office Building
2600 Virginia Avenue, N. W.
Washington, D. C. 20037
(202) 333-0770

National Association of Women Highway
Safety Leaders, Inc.
P. O. Box 1286
Ocala, Florida 32670

National Safety Council
425 North Michigan Avenue
Chicago, Illinois 60611

Enforcement

International Association of
Chiefs of Police
1319 - 18th Street, N. W.
Washington, D. C. 20036
(202) 265-7227

Northwestern University Traffic
Institute
Evanston, Illinois 60201

National Sheriffs' Association
1250 Connecticut Avenue
Suite 209
Washington, D. C. 20036

Legislation

American Bar Association
1155 East 60th Street
Chicago, Illinois 60637

National Association of Counties
1001 Connecticut Avenue
Washington, D. C. 20036
(202) 628-4701

National Governors' Conference
Iron Works Pike
Lexington, Kentucky 40505

National League of Cities
1612 K. Street, N. W.
Washington, D. C. 20006
(212) 628-3440

Medical and Health

American Hospital Association
840 North Lake Shore Drive
Chicago, Illinois 60611

American Medical Association
535 N. Dearborn Street
Chicago, Illinois 60610
(312) 527-1500

American Psychiatric Association
1700 - 18th Street, N. W.
Washington, D. C. 20009
(202) 232-7878

American Psychological Association
1200 - 17th Street, N. W.
Washington, D. C. 20036
(202) 296-7310

American Public Health Association
1740 Broadway
New York, N. Y. 10019
(212) CI 5-8000

Social and Service

American Public Welfare Association
1313 East 60th Street
Chicago, Illinois 60637
(312) FA 4-2400

Family Service Association of America
44 East 23rd Street
New York, N. Y. 10010
(212) 674-6100

National Association of Social Workers
2 Park Avenue
New York, N. Y. 10016
(212) 686-7128

Salvation Army
120-130 West 14th Street
New York, N. Y. 10011

Volunteers of America
340 West 85th Street
New York, N. Y. 10024

Judicial

National District Attorney Association
211 East Chicago
Chicago, Illinois 60611
(312) 944-2667

North American Judges Association
1401 Pennsylvania Avenue, N. W.
Washington, D. C. 20004
(202) 265-6375

National College of State Trial Judges
University of Nevada
P. O. Box 9038
Reno, Nevada 89507

National Conference of Court Administrative Offices
c/o Council of State Governments
36 West 44th Street
New York, N. Y. 10036

GLOSSARY

Agreement	- A written stipulation between agencies of local government and the managing governmental agency to provide specified services as a part of the community ASAP program
AA	- Abbreviation for Alcoholics Anonymous
Allocable cost	- A cost assigned to or identified with a particular cost objective
Allowable cost	- A cost authorized under the contract and permitted by the general policies and principles of the governing directive
ASAP	- Alcohol Safety Action Project
BAC	- Blood Alcohol Concentration - Percent weight of ethanol per volume of blood (milligrams per 100 milliliters)
Chemical Test	- Any method of chemical analysis used to measure alcohol in materials of the body and to detect signs of alcoholic impairment, including analysis of blood, breath, or urine
Contract Specialist	- An individual designated by the contracting office to monitor, assist and to provide guidance in administering an ASAP contract
Contract Technical Manager	- The individual within the National Highway Traffic Safety Administration who is responsible for technical administration of a contract
Contracting Officer	- An official designated to enter into or administer contracts and make related determinations and observations
Cost Basis	- The basis upon which the cost of a supply or service is determined
Cost Data	- All data that can be expected to contribute to sound estimates of future costs as well as to the validity of costs already incurred
Crisis Intervention Center	- Proposed centers where problem drinkers could go to discuss their problems with professional counselors. In effect it would be a more clinical version of Alcoholics Anonymous.

Detailed Project Plan	-	A plan for achieving the project objective that shows the detailed activities or events that must be accomplished by participating agencies.
Delirium Tremens	-	State due to excessive use of alcohol, characterized by trembling and visual hallucinations
Direct Cost	-	Can be identified specifically with a cost objective
Do-it-yourself Breathalyzer	-	A breath analysis tester installed in bars which could be used by the patrons to test their blood alcohol content before driving home
DUIL	-	Driving under the influence of liquor
DWI	-	Driving while intoxicated
Funds, 402	-	Funds provided under Section 402 of the Highway Safety Act by National Highway Traffic Safety Administration to the States on a matching basis for implementation of Highway Safety Program Standards
Funds, 403	-	Funds allocated to NHTSA under Section 403 of the Highway Safety Act to provide 100% support of research and demonstration contracts, including support of ASAPs
Governor's Highway Safety Representative	-	The individual acting for a State's governor in all matters of highway safety, including the selection of the area for an ASAP (in cooperation with the NHTSA regional director).
HEW	-	Department of Health, Education and Welfare
Indirect Cost	-	Cost incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to cost objectives without disproportionate effort
Invoice	-	Statement of expenses for which reimbursement is requested
Letter Contract	-	Contract in letter form between the NHTSA and the managing agency providing for limited expenditures for proposal preparation, and signifying the intent to provide a cost reimbursable contract upon receipt of an acceptable proposal.

Managing Agency	-	The agency which is contractually responsible for an alcohol safety action project
National Driver Register	-	A file maintained by the Department of Transportation which lists those drivers in states that participate who have been denied a license or who have had their licenses suspended or revoked.
NHTSA	-	National Highway Traffic Safety Administration
NIMH	-	National Institute of Mental Health
OEO	-	Office of Economic Opportunity
Offeror	-	A bidder who proposes to provide a particular supply or service designated by a government agency or prime contractor
Post Award Conference	-	A conference attended by the project director and the NHTSA representatives to discuss contract and project matters.
Prime Contract	-	The principal contract between the National Highway Traffic Safety Administration and the agency responsible for managing an ASAP
Problem Drinker	-	Any individual who frequently makes use of highways after consumption of alcohol, as evidenced through a record of alcohol violations, excessively high BAC, medical diagnosis, substantiated report, or self-admission
Project Director	-	A person employed by the prime contractor to direct the administration of the ASAP
Specialists, Office of Standards Development and Implementation (OSDI)	-	Specialists assigned to OSDI, who are available to provide advice and assistance in ASAP countermeasure related areas
Subcontract	-	The contract between the prime contractor and a private concern, public agency, or individual to provide specified services
Transportation Assistance and Service	-	A system that would provide a means of transportation to and from work for people who have had their driver's license revoked or suspended and a means of transportation from a drinking establishment to their homes for intoxicated persons
Work Breakdown Structure	-	A pyramidal arrangement of the major tasks, tasks, and sub-tasks that make up the project

INDEX

- Accounting 2.8, 2.20
- Albuquerque 1.8
- Alcohol and Highway Safety Report 1.5, 3.19
- Alcohol Safety Advisory Committee 2.3-4, 2.9, 2.21, 3.38
- Alcoholics Anonymous 3.7, 3.12-13
- Alcoholism 3.3-5, 3.6, 3.11
- Allocable cost 2.16
- Allowable cost 2.16, 2.23
- American Medical Association 3.4
- ASAP
    - contract 2.22
    - Evaluation Manual 6.3-4
    - Quarterly Progress Report 4.8, 4.12
    - test projects 1.7
- Audit 2.24

- Behavioral tests 1.2
- Blood Alcohol Concentration 1.2, 1.4, 3.5, 3.6, 3.27, 3.39
- Budget 2.19-20, 4.8, 4.11-14
- Budget and accounting 2.8
- Bureau of Budget Circular A-87 2.16, 2.17, 2.22

- Chemical Test
    - administration of 3.18, 3.19-20, 3.22
    - misunderstanding of 1.2
    - presumptive level 3.19
    - problems of 3.19-20
    - use of 3.19
- Colorado State Department of Health 1.7
- Commission plan 3.32
- Congress, Report to 1.2, 1.5
- Contract Specialist 2.12
- Contract Technical Manager 2.11, 4.18, 6.5
- Contracting Officer 2.11, 2.21
- Cost basis 2.16
- Cost data 2.9-10, 2.17
- Council-Manager plan 3.32
- Countermeasure agency 3.2
- Court clerk 3.24, 3.25
- Court records 3.38

Courts
  district .3.22
  Federal .3.23
  State 3.23-24
Crisis Intervention Centers 3.13, 4.6

Data
  processing 3.38-39, 5.1, 5.2
  retrieval .3.39
Defense attorneys .3.25, 3.26
Delirium tremens 3.7
Denver, Colorado State Department of Health 1.7
Detoxification Centers 3.7
Direct cost .2.17
Disulfiram 1.5, 2.17, 3.7, 3.26
Division of Alcohol Abuse and Alcoholism (DAAA) .3.14
Driving-drinking
  attitudes 1.2
  blood alcohol 1.3, 3.6, 3.29, 3.41-42

Education 1.6, 3.41, 3.44, 4.6, 7.2
Emergency Service (see Medical)
Experimental design .4.15

Federal courts (see courts)
Fiscal services .2.19
Funds
  402 1.5, 1.6, 2.2, 2.10, 7.3, 7.4
  403 1.5, 1.6, 1.7, 2.2, 2.19, 3.30, 7.1

Governor's Highway Safety Representative 2.2, 2.3, 2.4, 2.10, 2.11, 3.39, 6.3, 7.3

Halfway houses (see Medical)
Health, Education and Welfare, Office of .2.17
Highway Safety Act 1.5
Highway Safety Work Program .2.13

Identification, Decision, Action concept 1.5
Indirect cost .2.17
Information and Education specialist 2.7
Inpatient care (see Medical)
Intoxication tests (see chemical tests)
Investigation, pre-sentence .3.26

Juries .3.24, 3.25, 3.26

Law
  codes and laws 1.6, 3.27
  countermeasures 4.5
  failure to prosecute 1.5
  implied consent 3.27, 3.33, 4.5
  ineffective penalties 1.5
  judges .3.23, 3.24, 3.25, 3.26
  role of the courts .3.23
  traffic courts 1.6, 3.24, 3.25

- Legal counsel . . . 2.8, 2.22
- Legislatures, State . . . 3.30-31
- Letter contract . . . 2.22

- Managing agency . . . 2.2, 2.4, 2.5, 7.2
- Marathon county . . . 1.8
- Mayor council plan . . . 3.32
- Mecklenburg . . . 1.8
- Medical
  - Board of Medical Advisors . . . 3.35
  - countermeasures . . . 4.6
  - emergency services . . . 1.6, 3.7
  - half-way houses . . . 3.8
  - in-patient care . . . 3.7
  - outpatient clinics . . . 3.7
  - tests for alcohol . . . 3.18
- Michigan . . . 1.8
- Milestone chart . . . 4.7-9, 4.10, 4.15, 4.16
- Motor vehicle inspection . . . 1.5
- Motor vehicle registration . . . 1.5

- Nassau County . . . 1.8
- National Council on Alcoholism (NCA) . . . 3.13
- National Driver Register . . . 3.35, 3.36
- National Highway Safety Program Standard 4.4.5 . . . 3.36
- National Highway Traffic Safety Administration
  - Alcohol Safety Program, history of . . . 1.5-6, 2.11
  - objectives . . . 2.9-10, 3.41, 6.2
  - reporting requirements . . . 4.1
  - standard for intoxication . . . 1.2, 3.19
- National Institute of Mental Health . . . 1.2, 1.9
- National Safety Council . . . 3.44
- Nebraska . . . 3.30
- New Mexico . . . 1.8, 3.30
- New York . . . 1.8, 3.30
- North Carolina . . . 1.8

- Office of Alcohol Safety Countermeasures . . . 1.5
- Office of Economic Opportunity (OEO) . . . 1.2, 1.9, 7.3
- Office of Standards Development and Implementation . . . 2.12, Appendix C-7
- Oregon, Portland . . . 1.8
- Outpatient clinics (see Medical)

- Pedestrian safety . . . 1.6
- Personnel . . . 2.8, 2.13-15
- Police
  - detection of problem drinkers . . . 1.4, 3.15, 3.18, 4.4
  - patrols . . . 3.20, 3.21, 3.22
  - role . . . 3.20-21
  - size . . . 3.15-16
  - testimony . . . 3.19
  - traffic services . . . 3.17, 3.22, 4.5
  - training . . . 3.17, 3.22

President's Commission on Law Enforcement . . . 1.4, 3.15
Prime contractor . . . 2.2
Private organizations . . . 3.11-13, 7.3
Problem drinkers
  attributes . . . 1.3, 3.4, 3.7
  diagnosis and treatment . . . 3.8-10
  fear of detection . . . 3.21
  identification of . . . 3.17-18, 3.29, 3.35-36
  treatment . . . 3.6-8
Procurement and contracting . . . 2.8
Program evaluation . . . 2.7, 4.2
Project director
  duties of . . . 2.6-7, 3.25
  qualifications of . . . 2.5-6, 2.13, 3.1, 3.42, 6.1
  task check list . . . Appendix B
Prosecuting attorneys . . . 3.25
Purchasing . . . 2.18-19

Radio and television . . . 3.43, 4.5, 4.6
Regional administrator . . . 2.13
Rehabilitation services . . . 3.9-10, 3.10-11
Reporting . . . 2.20
Rutgers Center of Alcohol Studies . . . 1.9, 3.4

Sheboygan County . . . 1.8
Specialists, Office of Standards Development and Implementation (OSDI) . . . 2.12
Subcontract . . . 2.22, 3.42
System flow chart . . . 4.4-5

Technical specialist . . . 2.7
Traffic courts (see law)
Traffic records . . . 1.6
Trials . . . 3.18
Training specialists . . . 2.7
Transportation assistance and service . . . 4.6

United States Courts (see Federal courts)

Vermont . . . 1.8

Washington State . . . 1.8
Washtenaw County . . . 1.8
Welfare agencies . . . 3.12-13
Wisconsin . . . 1.8
Work breakdown structure . . . 4.6